

West Virginia

VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

(This is not a warranty of the property condition)

Property Address Lot 37 Sherman Drive, Augusta, WV 26704Legal Description Lot 37 Sherman 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? 2025
2. How long have you owned the property? N/A
3. Dates lived in the property. N/A

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

Water Supply ☐ Public ☒ Well ☐ Other _____

Sewage Disposal ☐ Public ☒ Septic System approved for 1 (#) 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: _____ Age _____

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: wood stove

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: _____

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: N/A ☐ 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

Fire sprinkler system:

☐ Yes ☐ No ☐ Unknown ☒ N/A

Are the systems in operating condition?

☐ Yes ☐ No ☐ Unknown ☒ N/A

Comments: _____

11. Public Service Connections: Has Seller received any communication regarding public service connection requirements?

☐ Yes ☒ No ☐ Unknown ☐ N/A

Comments: _____

12. 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? 3" Foam Insulation as underpinning

Comments: _____

13. 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: _____

14. 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: _____

15. 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 _____

16. 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: _____

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

☒ Yes ☐ No ☐ Unknown ☐ N/A

☒ Yes ☐ No ☐ Unknown ☐ N/A

Comments: _____

18. 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 _____

19. 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: _____

20. 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: _____

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

☐ Yes ☒ No ☐ Unknown ☒ N/A

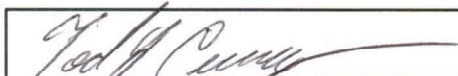
Comments: _____

22. 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.

 12-7-25

Seller Date

 dotloop verified
12/07/25 3:39 PM EST
LBSI-KETY-YPV5-KF80

Seller Date

Purchaser Date

Purchaser Date

ITEMS TO CONVEY (AT NO VALUE)

Seller Teddy Cummings and Ricky Lee Rogers

Street Address Lot 37 Sherman Drive County Hampshire

City Augusta, West Virginia Zip 26704

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

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

Washer/Dryer, Refrigerator, Stove, Wood Stove, Hot Water Heater


B. **Items That Do Not Convey:** Big Canvas Tent with Contents behind shed.

SELLER:

PURCHASER:


Signature _____ Date _____

Signature _____ Date _____


Signature _____ Date _____

dotloop verified
12/07/25 3:39 PM EST
VPA1-CHEH-Q0UJ-D83A

Signature _____ Date _____

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

- ☐ 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 _____

Signature _____ Date _____

Signature _____ Date _____

Del: Nancy Feller 1-26-93



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SHERMAN ESTATES
Dedication of Plat and
Declaration of Protective Covenants,
Conditions and Restrictions

from: Homer L. Feller and Nancy C. Feller, Charles W.
Feller and Brenda Feller and Richard L. Feller

to: Sherman Estates Lot Owners Association:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, referred to as "Declarant", does hereby record the plat of a subdivision known as Sherman Estates Subdivision, lying and being situate in Sherman District, Hampshire County, West Virginia, and being more fully described on the plat and survey of K. F. SNYDER, .L.L.S., and dated October 17, 1989, and made a part hereof, and recorded in the Clerk's Office of the County Commission of Hampshire County, West Virginia, on Dec. 29, 1989, in Map Book No. 5, page 151, to which reference is hereby made, and said real estate being the same real estate conveyed unto Homer Feller, Charles W. Feller and Richard L. Feller, by deed from Russell Timbrook, et als, dated August 8, 1989, and recorded in the Hampshire County Clerk's Office, in deed book no. 312, page 549.

Declarant hereby claims an exemption from the W. Va. Uniform Common Interest Ownership Act, Ch. 36B, pursuant to W. Va. Code Ch. 36B-1-202 (2), because the average common expense liability of all lots may not exceed \$100.00, except as set forth herein.

All lots in the Sherman Estates shall be subject to the following protective covenants, conditions, and restrictions and easements which shall run with the land and shall be binding upon all subsequent owners of the lots:

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to Sherman Estates Property Owners Association, its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation. If Declarant should sell lots on a contract basis, Declarant shall notify the Association of the name and address of any contract buyer. If a Buyer should default in the payment of a contract and lose his contract rights in a Lot, Declarant shall promptly notify the Association of the default.

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26038

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3. "Property" shall mean and refer to that certain real property described above.

4. "Lot" shall mean and refer to each of the 39 lots that are any numbered on the plat of survey, shown upon the recorded subdivision plat of the property. The number of lots may not increase except as set forth herein.

5. "Declarant" shall mean and refer to Homer L. Feller, (and his wife, Nancy C. Feller); Richard L. Feller; and Charles W. Feller and Brenda S. Feller, his wife) their heirs, successors, and assigns.

6. "Common Elements" shall mean and refer to the easements reserved for the benefit of the Association, including the 40 foot rights of way for ingress and egress, and the utility easements reserved along the boundaries of each Lot and the subdivision road.

7. "Assessment" each lot will be subject to an annual assessment for installation, maintenance, repair and replacement of the common elements. This assessment may not exceed \$100.00 per year, except as specified herein. Declarant is exempt from this assessment, but so long as Declarant has Lots for sale within Sherman Estates, Declarant must contribute to the maintenance of the subdivision roads, as agreed upon between Declarant and the Board of Directors.

ARTICLE II- ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. On or before July 1, 1991, or when fifty per cent of the lots have been sold, whichever occurs first, Declarant shall form appoint an initial Board of Directors of three to five persons, who are lot owners, which shall serve until the first meeting of the Property Owners Association. The initial Board of Directors shall: 1. organize the Association by determining the time, date and place of the first meeting; 2. notify the Owners of the meeting; 3. draft a proposed set of Bylaws to be presented to the Association for its consideration and adoption, if ratified by a majority of its members; 3. collect the assessment for maintenance of the common elements by immediately mailing an invoice to the owners requiring payment of the assessment on or before August 1, 1990; 4. account to the elected Board of Directors, of the Association, by paying the assessment over to it.

3. The membership of the Property Owners Association shall

consist of all lot owners. To the extent that Declarant yet owns lots in Sherman Estates, Declarant shall be considered a member of the Association and shall be entitled to notice of all Association meetings, and shall have one vote for each lot owned.

4. Each owner shall have one vote on all Association matters for each lot that he owns. The Association shall be governed by majority vote owners, when a quorum exists.

5. The initial meeting of the Association shall be held in Hampshire County, W. Va., but subsequent meetings may be held at any place designated in the Bylaws.

6. The Association may have such legal form as desired by its Owners. That is, it may be an Association or Corporation, same to be determined at the initial meeting of the Association.

7. The Association shall have the following Powers:

1. adopt and amend bylaws and rules and regulations.
2. adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from owners.
3. hire and discharge managing agents, and other employees, agents, and independent contractors.
4. institute, defend, or intervene in litigation, or administrative proceedings in its own name on behalf of itself or two or more owners on matters affecting Sherman Estates.
5. make contracts and incur liabilities.
6. regulate the use, maintenance, repair replacement, and modification of common elements
7. cause additional improvements to be made as a part of the common elements;
8. acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property.
9. grant easements, leases, licenses, and concessions through or over the common elements.
10. impose and receive any payments, fees, or charges for the use, rental or operation of the common elements, and for services provided to Owners.
11. impose charges for late payment of assessments and after notice and an opportunity to be heard, levy reasonable

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finest for violations of the declaration, bylaws, rules and regulations of the association.

12. impose reasonable charges for the preparation of statements of unpaid assessments.

13. provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance.

14. exercise any other right conferred by the Bylaws.

15. exercise any other rights that may be exercised in W. Va. by Associations or other entities of the same kind.

8. For purposes of the transaction of all business, except making Amendments to the Declaration, a quorum is present if persons entitled to cast twenty percent of the votes that may be cast for an election of the Board of Directors are present in person or by proxy (i.e. 20% x 39 Lots= 8 Owners as minimum number to be present for a quorum). Note: Nothing shall prohibit the Association from adopting a more restrictive requirement for a quorum in its Bylaws.

9. Except for making Amendments to the Declaration, where a supermajority, specified above, is required, all business to be transacted by the Association is by majority vote of those Owners present at a duly constituted meeting.

10. Cumulative Voting is permitted on all elections of the Board of Directors of the Association. Thus each Owner shall have one vote for each director to be elected, and may cast all of the votes for one or more of the directors, as the Owner should desire. i.e. If five directors are up for election, the Owner would have 5 votes, and the Owner may cast all five votes for one candidate, or split the votes between the candidates as the Owner should desire.

11. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board of Directors, or by owners having twenty percent of the votes in the Association. Not less than ten nor more than sixty days in advance of any meeting, the secretary, or other officer specified in the bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the Owner. The notice of any meeting must state the time and place of the meeting and items on the agenda, including the general nature of any proposed amendments to the declaration or bylaws, any budget changes, and any proposal to remove an officer or member of the executive

board.

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12. Voting at Association Meetings:

1. If only one of several owners of a lot is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that lot.

2. If more than one of the owners are present, the votes allocated to that lot may be cast in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.

3. Votes allocated to a lot may be cast pursuant to a proxy duly executed by a owner. If a lot is owned by more than one person, each owner of the lot may vote or register protest to the casting of votes by the other owners of the lot through a duly executed proxy. An owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

ARTICLE III BYLAWS

The bylaws of the Association must provide:

1. The number of the members of the Board of Directors and the titles of the officers.

2. appointment by the Board of Directors of the President, Treasurer, Secretary and any other officers specified by the Bylaws.

3. The qualifications, powers, and duties, terms of office and manner of electing and removing board of director members and officers and filling vacancies.

4. Which powers, if any, the Board of Directors or officers may delegate to other persons or to a managing agent

5. Which of its officers may prepare, execute, certify and record amendments to the declaration on behalf of the Association;

6. A method for amending the bylaws.

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7. Any other matters the Association deems necessary.

ARTICLE IV BOARD OF DIRECTORS & OFFICERS

2. The Executive Board appoints Officers.
5. Board Members and Officers must be Owners.
6. Notwithstanding any provision of the bylaws or Declaration to the contrary, the Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

Powers of Board of Directors

A. The Board of Directors shall have all power granted to it by the ByLaws, and may act in all instances upon behalf of the Association. However, the Board may not:

1. Amend the Declaration;
2. Terminate Sherman Estates Protective Covenants;
3. Elect members to the Board;
4. Determine qualifications, powers and duties, or terms of the office of the Board of Directors;

B. The Board may fill vacancies in its membership for the unexpired portion of any term.

C. The Board shall adopt a proposed budget for Sherman Estates annually, and shall provide a summary of the budget to all Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

Quorums of the Board of Directors

1. Unless the Bylaws specify a larger percentage, a quorum is deemed present through any meeting of the board of directors if persons entitled to cast fifty percent of the votes on that board are present at the beginning of the meeting.

2. Unless the Bylaws specify otherwise, the Board shall act by majority vote of those members present at a duly constituted meeting wherein there is a quorum.

3. Board members may not attend a meeting by proxy, but must

attend in person to be considered as part of the quorum.

Officers

1. The day to day business of the Association shall be administered by the President, who is the chief executive officer of the Association. The President shall be appointed by the Board of Directors, and shall serve at the pleasure of the Board, but shall be reappointed each year after the annual Owners' meeting.

2. The Bylaws shall also provide for the powers and duties of the Secretary and Treasurer, and if desired, a Vice President.

ARTICLE V ASSESSMENTS

1. Declarant agrees to maintain the common elements until July 1, 1991, at which time the Association shall make the first assessment.

2. After July 1, 1991, each lot will be subject to an annual assessment for maintenance, repair and replacement of the common elements. Declarant shall be exempt from the assessment, but so long as Declarant has Lots for sale within Sherman Estates, Declarant must contribute to the maintenance of the subdivision roads, to be agreed upon between Declarant and the Board of Directors.

3. The maximum assessment for upkeep, maintenance, repair and replacement of the common elements is set at one hundred fifty dollars.

4. The Assessment shall be adjusted according to and to the extent of changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers: United States City Average, All Items 1967=100, compiled by the Bureau of Labor Statistics, United States Department of Labor, (the Index). The Index for December, 1979, which was 230, is the Reference Base Index.

5. The Declarant hereby states that it has a reasonable and good faith belief that the maximum stated assessment shown of \$100.00, above, will be sufficient to maintain the common elements.

6. The maximum assessment may be altered by Amending the Declaration. The Declaration cannot be amended to increase the assessment above one hundred dollars during the period of Declarant's control without the consent of ALL OWNERS.

7. Each owner must bear his prorata share of the expense for the common expenses. The formula for what constitutes a prorata share is set forth below.

8. Any past due common expense assessment or installment thereof bears interest at the rate established by the Association, but not to exceed eighteen percent per annum.

9. Allocation of Common expense Liability:

1. Each Owner shall have pay $1/39$ (2.564%) of the maintenance expenses of the common expense liability for Sherman Estates.

2. It is contemplated that the total number of lots may increase if one or more eligible Owners should further subdivide his/her/its Lot. Each Owner shall pay his pro rata share of the maintenance expenses of the common expense liability for Sherman Estates, determined as follows:

a. If an Owner should subdivide his Lot at any time during the year, the successor lot shall, from the date of the recordation of the amended plat, become liable for its prorata share of the maintenance expenses.

b. The prorata share of each Owner shall be determined by dividing the total number of Lots as shown by the most recently recorded subdivision plat by One, yielding a percentage which shall constitute the pro rata liability of each Owner, i.e. if two of the eligible Lots have subdivided their Lots, there would be 41 Lots ($1/41 = 2.439\%$).

c. Any Lot that is created by further subdivision shall be required to pay its prorata share for the entire year in which it was created, even though it may have been in existence for only a part of the year.

d. Declarant is exempt from paying the assessment on Declarant's lots owned within the subdivision, but the Declarant is to share in the maintenance of the subdivision roads during the time period that the lots are being marketed to the public. Declarant is to reach agreement on the amount that he should pay annually toward upkeep and maintenance while Declarant is selling lots. Declarant reserves the right to have Declarant's agents or employees perform in kind road maintenance by using Declarant's equipment, in lieu of a cash payment to the Association.

Lien for Assessments

1. The Association has a lien on any Lot for the assessment levied against that Lot and its owner from the time the

assessment becomes due. Fees, charges, late charges, fines and interest imposed by this Declaration are enforceable as assessments..

2. A lien under this section is prior to all other liens and encumbrances on a lot except liens and encumbrances recorded before the recordation of the declaration.

3. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due.

4. A judgment or decree in any action brought under this section must include costs and reasonable attorneys fees for the prevailing party..

5. The Association upon written request shall furnish to the Owner a statement setting forth the amount of unpaid assessments against the lot. The statement must be notarized and in recordable form. The statement must be furnished within ten business days after receipt of the request and is binding on the Association, the executive board and every owner.

6. For purposes of perfecting and preserving the lien, the Association shall give notice to the Owner as follows:

1. personal service by the Sheriff or other credible person.

2. by registered or certified mail, return receipt requested, and in a form reasonably calculated to inform the owner of his liability for payment of the assessment. The lien shall be discharged as to subsequent purchasers for value without notice unless the Association shall cause to be recorded a notice of the lien in the office of the Clerk of the County Commission of Hardy County, West Virginia.

Said notice shall contain the following:

- a. legally sufficient description of the lot.
- b. name or names of the owners.
- c. amount of unpaid assessments due together with the date when each fell due.
- d. the date of recordation.

7. The Clerk of the County Commission where the notice is recorded shall index the notice in the appropriate deed books and lien books in the name of the owners and the Association. The cost of recordation shall be assessed against any owner found to

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be delinquent in a subsequent proceeding to enforce the lien.

8. Upon payment of the assessment, the Association shall execute a written release of the lien, to be recorded at the Clerk's office at the expense of the Association.

ARTICLE VI AMENDMENTS TO THE DECLARATION

1. This Declaration may be amended only by vote or agreement of Owners of lots to which at least sixty percent of the votes in the Association are allocated (i.e. 60% of 39 Lots is 24 Lots; Thus 24 Lots must vote to approve any amendments to the Declaration at a duly constituted meeting) .

2. No action to challenge the validity of an amendment adopted by the Association may be brought more than one year after the amendment is recorded.

3. No amendment may increase the number of lots specified herein, change the boundaries of any lot , change the allocated interest of a lot , or the uses to which any lot is restricted, in the absence of unanimous consent of the owners.

4. Amendments to the Declaration to be recorded must be prepared, executed, recorded and certified on behalf of the association by any officer of the association designated for that purpose or by the President of the Association.

ARTICLE VII ASSOCIATION RECORDS

The Association shall keep financial records sufficiently detailed to enable the association to comply with this Declaration. All financial and other records must be made reasonably available for examination by any Owner and his authorized agents.

ARTICLE VIII COMMON PROTECTIONS AND PROTECTIVE COVENANTS

1. Any lot consisting of 4.25 acres or more may be further subdivided one time each, to yield a total of two lots. Each successor Lot, including its parent, must contain two acres, or more, and must comply with all applicable health laws, zoning ordinances, and if applicable, any subdivision control ordinance.

2. Any Owner of a qualifying lot who may desire to subdivide his Lot must, at the Owner's expense, cause a new subdivision plat to be made and presented to the Board of Directors of the Association for approval, which shows the mother lot and the newly subdivided lot. The newly created lot shall bear a number or numeral which will identify it as being derived from one of the existing lots of Sherman Estates (i.e. if lot

39 is subdivided, the new lot created may be named lot 39A).

3. The Board of Directors may not unreasonably withhold permission to record the Amended Plat of Survey, and once approved for recordation by the Board of Directors (and the local county officer in charge of approving plats for recordation), the Owner may record the Amended Plat, after which he may freely transfer his subdivided lot to any person of his choosing.

4. Any Owner who creates a new Lot by further subdivision of his lot agrees that the newly created lot shall have a vote in Sherman Estates, just as any other Lot has, but that it must pay its annual pro rata share of the maintenance costs of Sherman Estates as set forth herein. Furthermore said Lot is bound by all of the rules and regulations of Sherman Estates as a Lot of same.

4. 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, except for directional and informational signs of Declarant.

5. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lot. Consequently, in the construction of a driveway into any lot, a twelve (12) inch diameter culvert, or larger if necessary, shall be used in constructing the driveway in order to alleviate blockage of natural drainage. No parking is permitted upon any subdivision roads within the subdivision at any time and as part of the development of any lot, the Owner shall provide adequate off-road parking for owner and his guest(s).

5. Due to the unsightliness of junk vehicles on lots, no motor vehicle which does not have current license plates or an inspection sticker not more than six (6) months out of date shall be permitted on any Lot. House trailers may be placed on any lot so long as any Hampshire County regulations with regard to house trailers (mobile homes) are complied with. Where possible, house trailers shall be placed in wooded areas on the lot. Setback lines for mobile homes shall be 100 feet from the center line of the subdivision road unless otherwise approved by the Association. All house trailers must be permanently placed on a block foundation or the foundation must be enclosed by aluminum siding.

6. No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building operations and in such cases, for a period not to exceed eight (8) months, provided however nothing shall be construed to prevent the owner from erecting tents on the lot and to camp overnight in said tents for a period of up to fifteen

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days. Travel trailers may be placed on the Lots, but the Association may regulate their continued presence by making rules and regulations pertaining to their use.

7. Not more than one single family residence shall be erected on a lot. Residences, shall contain a minimum of 750 square feet on the first floor excluding basement, garage, porch, carport, deck, and overhanging eaves. Cabins or second homes shall contain a minimum of 500 square feet on the first floor excluding basement, garage, porch, carport, deck, and overhanging eaves. Seasonal cabins shall be placed 100 feet or more from the centerline of any roadway unless otherwise approved by the Association. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.

8. Each lot shall be used for residential or recreational purposes only, and any garage or outbuilding must conform generally in appearance and material with any dwelling on said lot.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

(a) Home occupations conducted by occupant.

(b) Agricultural uses, including incidental uses and the construction of accessory buildings connected with agriculture or the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory building shall not be used for temporary sleeping or camping quarters. Pig pens are not permitted. Operation of any laying hen, broiler houses or other poultry business is prohibited. Pig pens are prohibited.

(c) Not more than one (1) head of livestock per acre shall be permitted per lot, unless otherwise approved by the Board of Directors of the Property Owners Association.

9. 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 a subdivision road damaged by equipment of Owner or his contractor enroute to or from Owner's lot. All lots improved or unimproved, must be maintained by the lot owner in a neat and orderly condition at all times. No garbage, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any lot.

10. No building shall be erected closer than fifty (50)

feet from the property line which adjoins the subdivision road, nor closer than twenty (20) feet to the side or rear property lines.

11. All sanitation facilities constructed on any lot shall conform with the regulations of the West Virginia County Health Department. No privies may be constructed and maintained on any Lot. During construction of a house or cabin, portable toilets that are health department approved may be used for a period not to exceed eight months.

12. No building shall be constructed and no well shall be drilled on any lot until a sewage disposal permit has been obtained from the West Virginia Health Department.

13. Declarant guarantees for a period of one year from the date that it: delivers a general warranty deed to Owner, or if Owner is purchasing under installment contract, for a period of one year from the date of the signing of the contract, that at least one location located on each lot sold or conveyed unto Owner will pass a soil percolation test administered by a certified septic tank installer (installer must be approved by the local sanitarian at the Hampshire County Health Department) so that the Owner may obtain a health permit which would enable him to build at least a two bedroom dwelling house on the real estate. Any soil percolation test obtained by Owner shall be at his own expense.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All trash, garbage, fuel storage tanks, garden equipment, supplies and stored raw materials must be kept from view of the public. In the event any lot owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Property Owners Association, upon majority vote of the Board of Directors, and after fifteen (15) days notice to the Lot Owner, the Association shall have the right, through its agents and employees, to enter upon said lot and perform necessary maintenance repairs (including mowing and removal of grass over 12" high by brush hogging the lot), and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.

16. The Declarant reserves for its benefit and the benefit of the Association an easement for the installation, erection, maintenance, operation and replacement of telephone and electric light poles, conduits and related equipment, and/or sewer, gas, telephone, cable t. v., electric and water lines on, over, above, and under a strip of land fifteen (15) feet wide along

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all property lines not serving as the centerline for rights-of-ways, and fifteen (15) feet along the outer boundary of all subdivision roadways, in addition to easements reserved by any other instrument duly recorded. Nothing herein shall be construed as creating any duty on Declarant to install or maintain any utility services however, as it is contemplated that actual installation will be made at the expense of the utility and/or the owners.

17. Each lot owner shall have an unobstructed and nonexclusive forty foot right of ingress and egress to and from his lot over the rights-of-ways and roadways as shown on the subdivision plat, and a forty foot right-of-way in width over the private road which leads from the Public across the properties of Glenn Timbrook and Gay Timbrook. The Association shall be solely responsible for maintenance of the subdivision roads, and the Association shall maintain the Access road that crosses Glenn Timbrook and Gay Timbrook's land to the subdivision in common with Glenn Timbrook and Gay Timbrook.

18. Trees may be harvested and removed from the land only insofar as it is reasonably necessary to clear land for a house, yard and garden. No trees may otherwise be harvested or cut.

19. The use of any motorcycle, dirt bike, all terrains vehicles, or other similar motorized conveyance within the subdivision is prohibited.

20. Firearms shall not be discharged within five hundred (500) feet of any dwelling house. Nor shall they be discharged in such a manner that the trajectory of the projectile shall cross any of the subdivision roadways.

21. There are no restrictions on the amount which an Owner may receive from the sale of his Lot.

22. Declarant reserves the right to maintain a sales office and/or, management offices in or on any of the lots so long as the sales promotion is ongoing. The sales office may be a tent, mobile trailer, or other structure of Declarant's choosing, and if desirable, Declarant may move the office from time to time. Declarant reserves the right to place for sale signs on the Lots for so long as he owns same. Until such time as the sales promotion is completed, Declarant reserves the right to place, replace and maintain for sale signs on the common elements of Sherman Estates.

23. Any mobile or temporary headquarters that are placed on any Lot shall be promptly moved as soon as Declarant has completed the sales promotion.

24. The Association, or any Owner, shall have the right to

enforce by any proceedings, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or Association or by any Owner to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

25. Invalidation of any of the covenants, restrictions or other provisions of this Declaration by judgment or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

26. Whenever in this Declaration the context so required, the masculine gender includes the feminine and neuter, singular number includes the plural and the plural number includes the singular.

Dated this the 8th day of September, 1990

Homer L. Feller
Homer L. Feller
Nancy C. Feller
Nancy C. Feller

Richard L. Feller POA Charles W. Feller
Richard L. Feller

Charles W. Feller
Charles W. Feller

Brenda Feller
Brenda Feller

State of West Virginia,
County of Hampshire, to-wit:

The foregoing instrument dated September 8th, 1990, was acknowledged before me this the 21st day of January, 1991, by Homer L. Feller and Nancy C. Feller, his wife, Richard L. Feller, single, and Charles W. Feller and Brenda Feller, his wife.

My commission expires April 14, 2000
Cathy L. Elza
Notary Public

This instrument prepared by
Oscar M. Bean, Attorney
116 Washington St., Drawer 30
Moorefield, W. Va. 26836

BEAN & BEAN
ATTORNEYS AT LAW
116 WASHINGTON STREET
MOORE

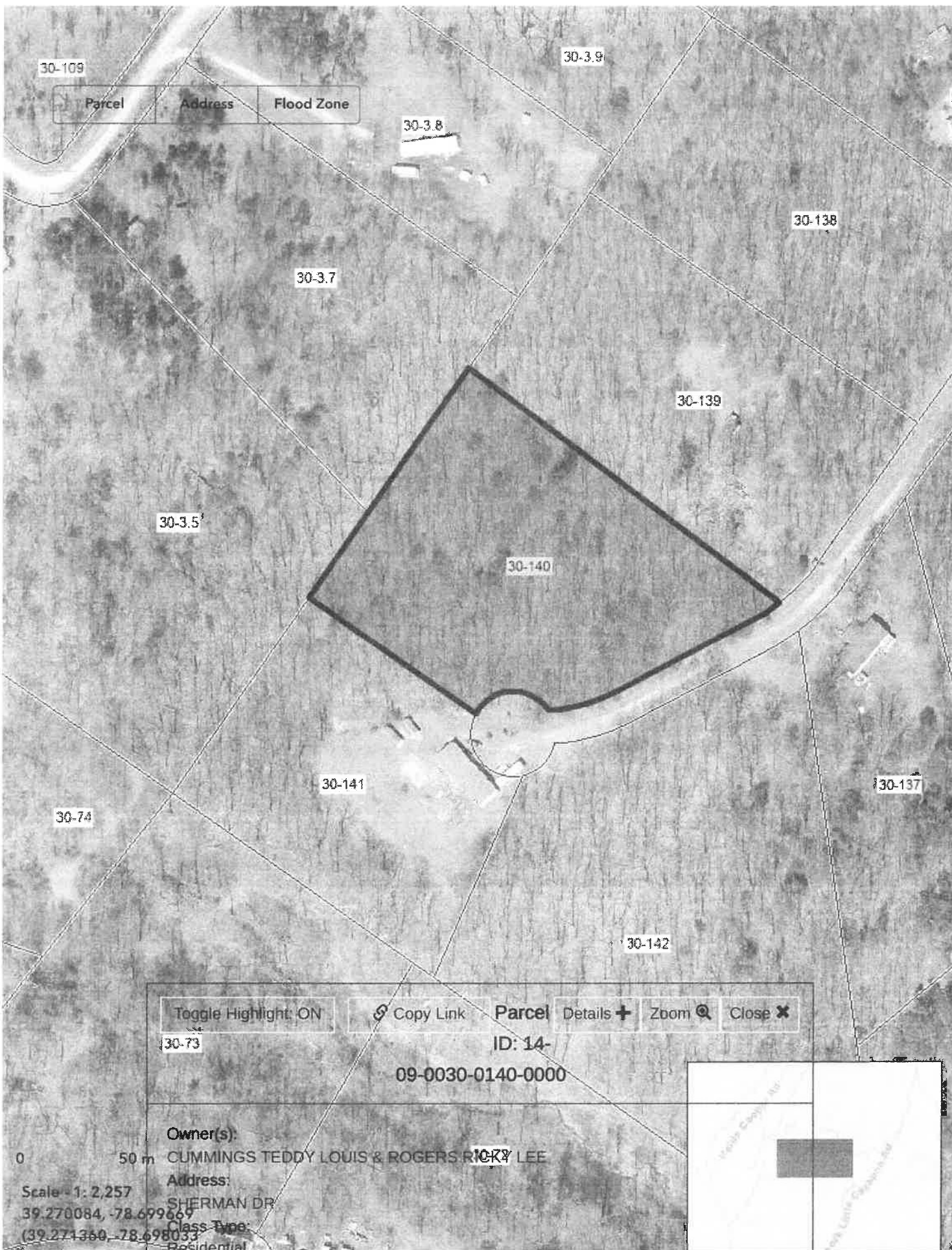


OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CATHY L. ELZA
P. O. BOX 266
SPRINGFIELD WV 26763
My Commission Expires April 14, 2000

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 21st day of January, 1991, at 3:00 P.M., this Covenants 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. Feller Clerk
County Commission, Hampshire County, W. Va.





Lat: N: 39 16 17

Hampshire County Health Department

Tax District Name: Sherman

Long: W 78 41 52

**ON-SITE SEWAGE DISPOSAL SYSTEM
INSPECTION REPORT**

Map # 30 Parcel # 140

Name of Owner: Teddy Cummings

Installer: Robert Jenks

Owner Address: 14 Villa St, WV 26726

Property Location: Sherman Estates

Subdivision: Sherman Estates

Lot number: Lot 37

Type of Facility: Camper

Facility is: New ☒ Existing ☐

Lot Size (ft²/acres): 2.95 acres

Design Loading: Bedrooms: 1 or GPD: _____ Water Supply: Existing: ☐ Proposed ☒ Type: _____

System requires a perpetual maintenance program as per 64CSR9.7.2: Yes ☐ No ☒

SEWAGE TANK COMPONENTS

SEPTIC TANK	Septic Tank 1:	Septic Tank 2:	Pump Chamber:	SEPTIC TANK	Septic Tank 1:	Septic Tank 2:	Pump Chamber:
Capacity in Gallons:	<u>1000</u>			Distance to dwelling:	<u>20</u>		
Constructed of:	<u>Concrete</u>			Distance to water	Line: _____ Source: <u>>50'</u>		
Manufacturer:	<u>Jolin</u>			Distance to property line:	<u>>20'</u>		
4" inspection port, or riser to surface?	<u>port</u>			Effluent filter?	<u>no</u>		

ABSORPTION FIELD

Class I System: Chamber: ☒ Eljen ☐ Gravelless Pipe: ☐ Gravel Media Trenches ☐ Other: _____
 Manufacturer: Infiltrator Square footage: Permitted 400 ft² Installed 400 ft²
 Number of lines: 1 Trench width: 36 inches
 Lengths of lines: 80' _____, _____, _____, _____, _____, _____, _____, _____, _____

Inspection ports installed? Yes ☐ No ☒ Distribution box used? Yes ☐ No ☒ Outlets level? Yes ☐ No ☐

If chambers, length of each section: 4' Gravelless pipe diameter: _____

If bed configuration used, dimensions: _____ X _____ Maximum depth to bed bottom on upslope side: _____

Distance of absorption field to: Dwelling: 32', Water Supply: >100', Water Line: _____, Property Line: >10'

Average Depth: 24" Maximum depth: 27"

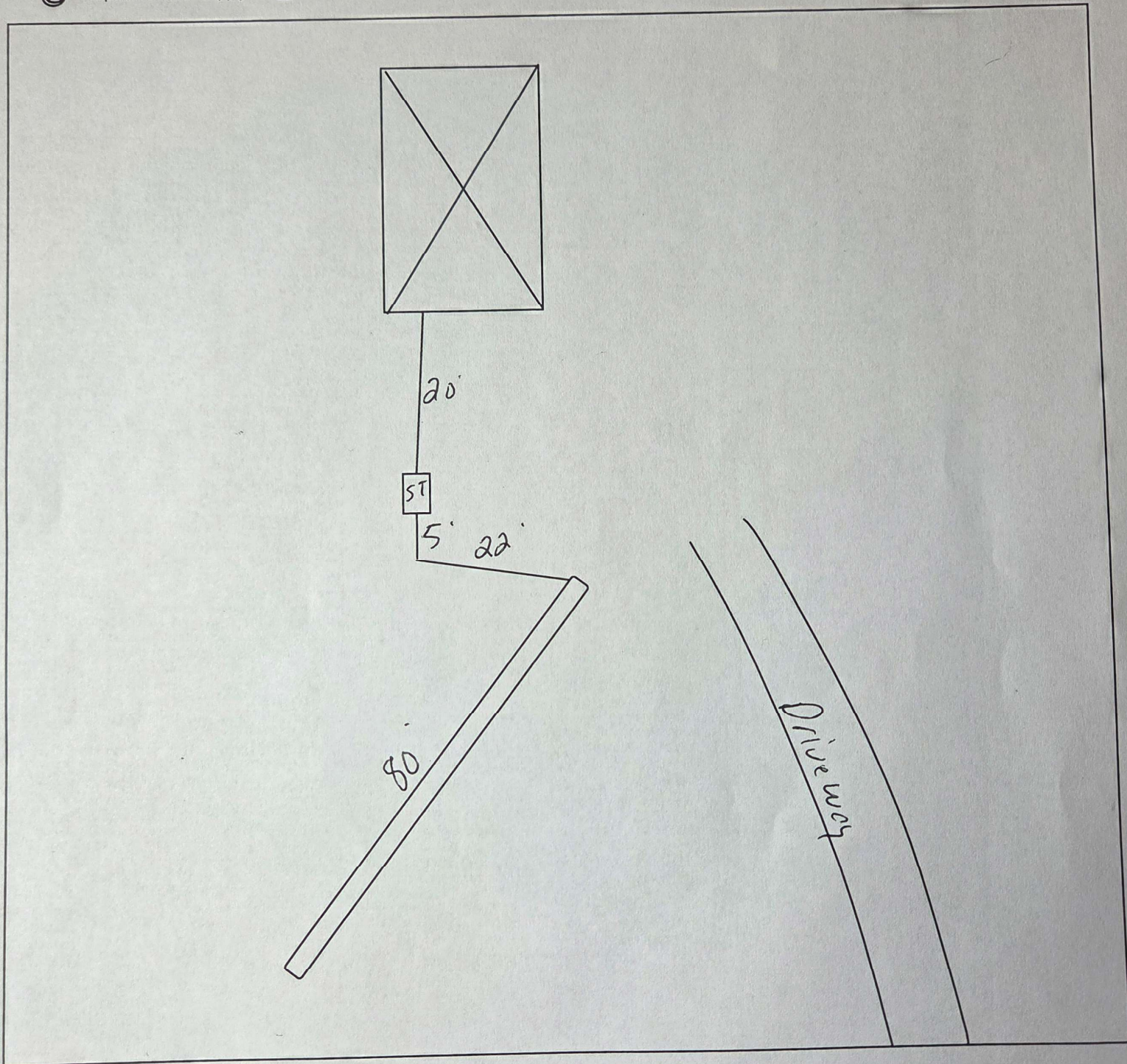
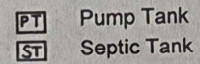
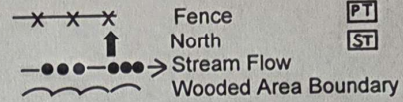
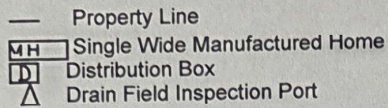
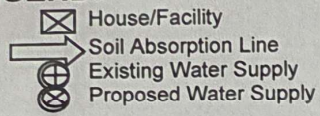
Class II System: Design type: _____

Remarks: _____

System is installed as per the permitted design and layout. Yes ☒ No ☐
Include sketch of installation on reverse.

**Sketch of Installation with Triangulation or Distance to Specific Landmarks.
Include reserve area boundaries,**

LEGEND:



System is: Approved ☒ System is NOT Approved: ☐

COMMENTS:

Date of Final

3/5/2025

Sanitarian

4/2/2025
Date Final Issued

#215
Please make checks payable to Hampshire County Health Department
West Virginia Department of Health & Human Resources
Department of Health

Log # 03-04



Application for a Permit to Install or Modify an Onsite Sewage Disposal System

Property Owner Teddy Cummings Phone (H) _____ (W) _____
Address 14 Villa St City Keyser State WV Zip Code 26726
Property Location LOT 37 Sherman Estate Augusta WV 26704

Has this property ever been previously denied for a permit? Yes ☐ No ☒ Date _____

Facility is New ☒ Existing ☐ Lot Size 2.95 Acres ☒ Sq. Ft. ☐ Water Source none

Type Facility Residence ☐ Other ☒ _____

Number of Bedrooms _____ Number Individuals Served _____ Design Daily Flow _____ gpd

Deed Recorded in Deed Book S Page 151 County Tax Map 30 Parcel No. 140

Subdivision Name Sherman Estate Approval No. _____ Section _____ Lot 37

The minimum lot size or area reserved for a sewage disposal system in a subdivision may vary based on the date the subdivision was created. On lots created after July 1, 1970, permits for individual sewage disposal systems shall be withheld until a subdivision approval has been granted which indicates that such systems may be expected to comply with applicable design standards on all proposed building lots contained within the original tract.

To the best of my knowledge, the information provided on this application is true and I understand that I am responsible for informing the sewage system installer of the existing or proposed locations of sewage systems and water sources including wells. I further understand that it is my responsibility to consult the sanitarian for assistance as necessary and to determine the location of any existing or proposed sewage systems or wells if presently unknown to me.

Date: 7-25-2024 Signature of Owner: Teddy Cummings

Sewage Disposal System Information

Application is for a permit to: Install ☒ Modify ☐

Check all that apply: Septic Tank ☒ Absorption Field ☒ Holding Tank ☐ Pit Privy ☐ Vault Privy ☐

Alternative System (attach detailed plans) ☐ Chemical/Composting Toilet ☐ Other ☐ _____

Percolation Test: Test Holes #1 30 mins. #2 60 mins. #3 90 mins. #4 720 mins.

Total Minutes = 900 Divided by 24 = 37.5 Average time for water to fall one inch.

Six-foot hole is free of water or solid rock? Yes ☒ No ☐ Test conducted on (date) 7/23/24

I hereby certify that the percolation test was conducted in accordance with the procedures outlined in the Sewage Treatment and Collection System Design Standards, 64CSR47. Notice: all homeowner installers must pass a certification examination administered by the Local Health Department prior to conducting perc testing.

Date: 7/23/24 Signature of Certified Installer: Teddy Cummings

For Health Department Use: Coordinates N _____ W _____ Date Rec'd 8-16-24

Site Eval _____ By _____ Date Fee Pd _____ Rec'd From _____

Permit Issued ☐ Denied ☐ Permit # _____ Comments Receipt # 2053

Rev 7/24

ST/CO USE ONLY
DATE RECEIVED

MM DD YY

DATE THE WELL
WAS COMPLETEDMM DD YY
02 10 25

PERMIT NO.

DW-14 24-156

STATE OF **WEST VIRGINIA**
WATER WELL
COMPLETION
REPORT

FORM SW-258

THIS REPORT MUST BE
SUBMITTED WITHIN 30 DAYS
AFTER WELL IS COMPLETEDFILL IN THIS FORM
COMPLETELY
PLEASE PRINT OR TYPE

LOCATION OF WELL

Well Owner: Last Name

Cummings

First Name

Teddy

Street/Road

Stefanko LN

County

Hampshire

Zip Code

26704

Latitude in Decimal Deg:

Longitude in Decimal Deg:

Acquired By: ☐ GPS ☐ Topo ☐ Other

AREA NAME/LOCATION :

Rt 50 W, left on Mc Kee Hollow Rd
to mile, right on S. Fork of Little Cheapen
Rd 2.8 mile, right on Sherman Estates 1/2 mile
left on Stefanko Ln to END, Lot 39, right
Sherman Estates Sub Lot 39

TYPE OF WELL :

☒ Potable ☐ Public Water Supply
☐ Geothermal ☐ Industrial
☐ Commercial ☐ Dewatering
☐ Irrigation ☐ Test/Exploratory
☐ Other

WELL LOG

Depth
State the kind of formation
penetrated, their color, caves,
and if water bearing with
estimate flow (GPM).From
(ft.) To
(ft.)

0	42	Brown Shale
42	49	Limestone Set Casing
49	125	Limestone Water 5 gpm
125	165	Limestone Water 7 gpm
165	180	Limestone

Stopped Drilling

Measured Water Yield

Water 12 gpm

DRILLING METHOD

☐ Cable Tool ☐ Rotary
☒ Rotary Hammer ☐ Other

Hole Diameter 6 (in)

Total depth 180 (ft)

CASINGS RECORD

MAIN CASING TYPE

☐ Steel ☒ Plastic
☐ Other

Casing Diameter 7 (in)

Wall Thickness 0.250 (in)

Casing Length 50 (ft)

Other Casing or Liner Used

☐ Steel ☐ Plastic
☐ Other

Casing/Liner Diameter (in)

Length (ft) from (ft)
to (ft)

SCREEN RECORD

☒ Not Installed ☐ InstalledMaterial: ☐ Bronze ☐ Plastic

Diameter of screen (in)

Slot size

Length (ft) from (ft)
to (ft)

GRAVEL PACK RECORD

Gravel Pack: ☐ Yes ☒ No

From (ft) to (ft)

GROUTING RECORD

Grouting Material:

☐ Cement ☒ Bentonite Clay
Other

No. of Bags: 5 1/2

Installation Method:

Pressure Grouted, 1" tremie

PUMP INSTALLED

By Driller ☐ Yes ☒ No

ESTIMATED WELL YIELD

Estimated at 12 G.P.M

Static Water Level 80 (ft)

*Pumping level below land surface

170 (ft) after 2 hrs. at

12 G.P.M. (Estimated)

*Note: For Public Water Supply
wells please submit required yield
and drawdown tests.

WELL HEAD COMPLETION

Casing height above grade 1 (ft)

Type Of Well Cap

Installed: Pipe, Conduit, Bugeproof

VARIANCE ISSUED ☐ Yes ☐ No

Request Number

COMMENTS BY INSTALLER:

I hereby certify that this well has been constructed in accordance with state rules and in conformance with all conditions stated in the above captioned permit, and that the information presented herein is accurate and complete to the best of my knowledge.

Company Name Mike Weir Drilling & Pump Co. LLC WV Contractor No. WV 061400

Business Registration No. 2413-1061 Master Well Driller Certification No. 432

Master Well Driller (print) Randall C. Miller

Master Well Driller Signature Randall C. Miller

SITE SUPERVISOR (SIGNATURE OF DRILLER OR JOURNEYMAN RESPONSIBLE FOR
SITework IF DIFFERENT FROM MASTER DRILLER.)

Journeyman Well Driller Certification No.

Journeyman Well Driller (please print)

Apprentice and Name (s)