

# SHORT MT. WOODLIFE AREA

## SHORT MOUNTAIN SOUTH

SUBDIVISION  
HARDY COUNTY, WEST VIRGINIA  
Scale 1" = 40'

GREEN ENGINEERING OFFICE  
BIRMINGHAM, WEST VIRGINIA



Jeffrey S. Green

State of West Virginia  
Hardy County, West Virginia

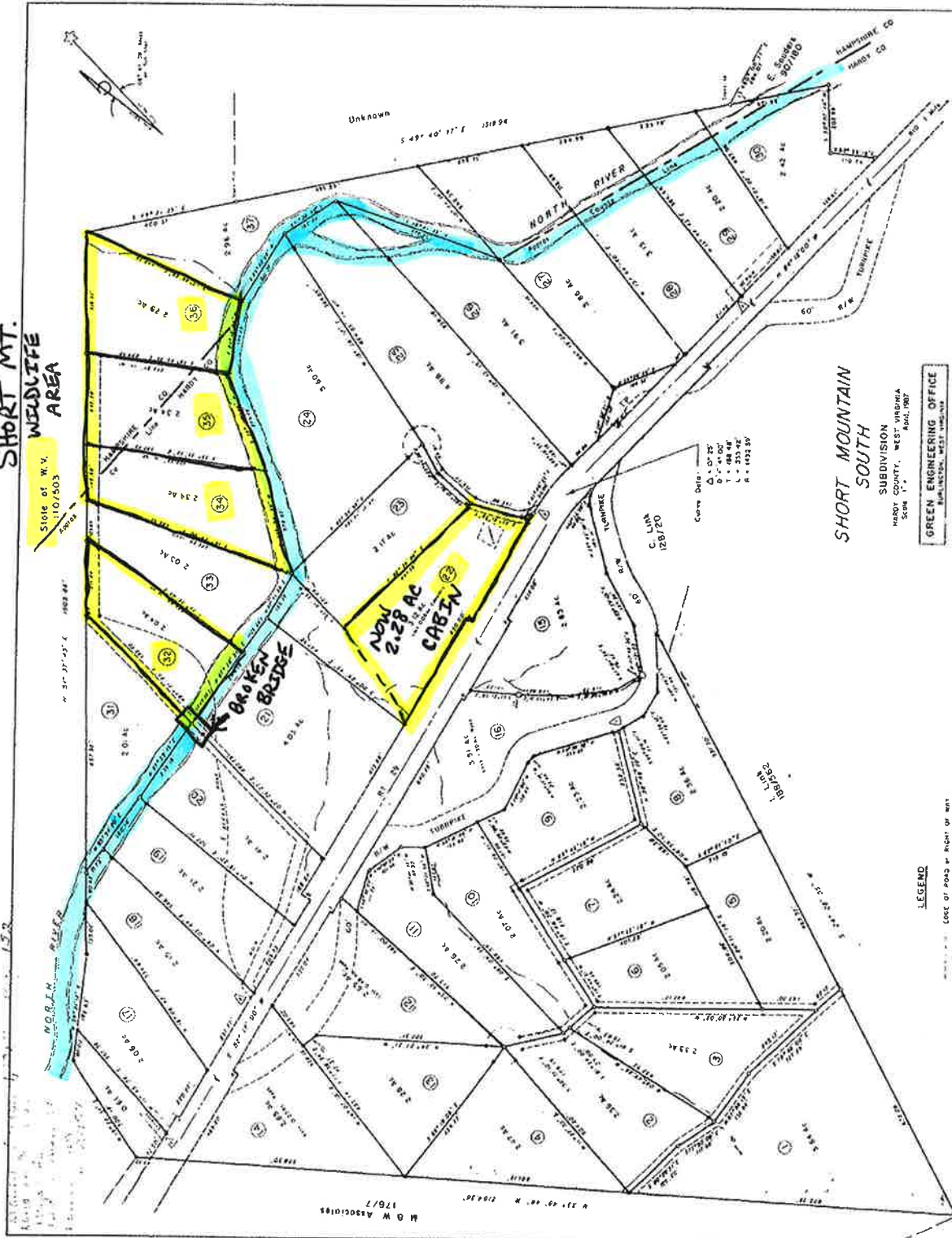
This map was prepared by the office of the Surveyor General of West Virginia, and is subject to the provisions of the laws of this State relating to the same.

Surveyed by: [Signature]  
County Clerk, Hardy County, West Virginia

NOTE: Dimensions shown on this map are for the purpose of showing area only, and are not to be used for any other purpose.

### LEGEND

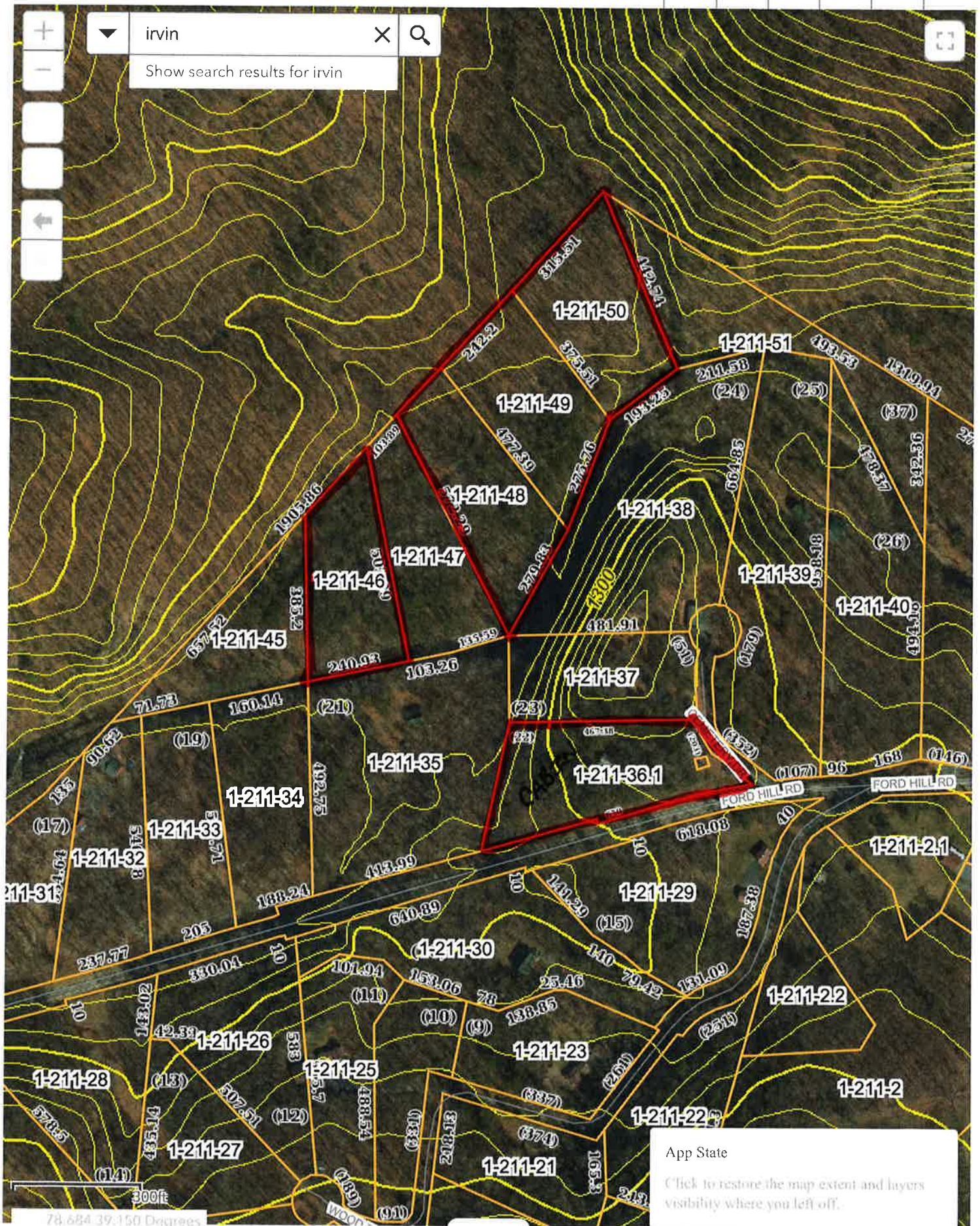
- LINE OF ROAD & RIGHT OF WAY
- 3/4" REBAR
- ENTRANCE



M & W Associates  
176/7

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PROTECTIVE COVENANTS

SHORT MOUNTAIN SOUTH

RIO, WEST VIRGINIA

The real estate conveyed by the deed to which these protective covenants are attached to and made a part of, shall be subject to the following protective covenants, which covenants are to run with the land:

1. The grantor reserves unto itself, its successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefor, with the right of ingress and egress for the purpose of erection and maintenance on, over or under a strip of land 15 feet wide on either side of the aforesaid roadway, property lines and within building restriction lines of any or all lots.
2. No building of a temporary nature and no house trailers or mobile homes shall be erected or placed on any of the tracts in said subdivision except those customarily erected in connection with building operations; and in such cases, for a period of time not to exceed four (4) months. This shall not prohibit the erection of a toilet complying with the provisions of paragraph below, nor shall it prohibit the tract owners from camping on their real estate.
3. Minimum size of any residence constructed in said subdivision shall contain at least 480 sq. feet on the main floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction.
4. The grantor may assess each lot owner of Short Mountain South subdivision a sum not to exceed Sixty Dollars (\$60.00) per year, for the use, upkeep and maintenance of the roadways situated in said subdivision, now constructed or to be constructed and within all sections of said subdivision, and such other common facilities as the grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of tract owners within said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31<sup>st</sup> day of January next following the purchase of said tract and on or before the 31<sup>st</sup> day of each year thereafter. When more than one tract is owned by a party or parties, in the event of resale of one or more tracts, then the obligation to pay the said assessment and levy shall become the obligation of the new owner or owners. This assessment does not apply to tracts owned by the grantor.
5. All of the tracts in this subdivision shall be used for residential, recreational and/or farming purposes only, and any garage or barn constructed on any of the tracts in said subdivision must conform generally in appearance and material with any dwelling on the said tracts.
6. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any of the tracts within this subdivision nor upon any building erected thereon except directional and information signs of the grantor.
7. All toilets constructed on said tracts shall conform to the regulations of the appropriate county and state health department, and be placed in a secluded area whenever possible. No building shall be constructed on any tract until a septic tank permit has been obtained from the State Health Department.

8. In the event state, local government, and utility, cooperative, or municipality expects or requires the installation of a public utility system within the area of which this is a part, the grantee or grantees, by the acceptance of the deed, do hereby agree to pay their proportionate share for the cost and expense of the construction, maintenance, and operation thereof, as the same cost is to be determined by the appropriate authority.
9. No driveway leading from any of the main subdivision roads may be constructed in such a manner as to impede the function of the road drainage ditch a minimum of 12 inches in diameter culvert must be used in a fashion to insure adequate water flow along road drainage ditches.
10. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said tracts. No trash dumps or accumulation of brush piles of soil or any other unsightly material shall be permitted upon said tracts, except as essential for building or private road construction. Erosion of the soil shall be prevented by all reasonable means.
11. No motorcycle trails and motorcycle trail riding shall be allowed on the real estate herein conveyed and in this subdivision, and no recreational riding of motorcycles shall be allowed on the roadways in said subdivision, however this does not prohibit owners of real estate or tracts in this subdivision from using and riding motorcycles over and upon the roadways situate in said subdivision to and from their employment or for legitimate business reasons.
12. Invalidation of any one of these covenants by judgement or Court order, shall in no wise effect any of the other provisions which shall remain in full force and effect.
13. No hunting or discharge of firearms shall be allowed within 150 yards of any cabin or improvement in the subdivision.
14. No noxious or offensive trade or activity shall be carried on upon any tracts or right of way and the use of any motorcycle or motor vehicle without proper noise abatement equipment is prohibited within the subdivision.
15. No more than one (1) family dwelling shall be constructed on the tracts in this subdivision. However, this shall not prohibit the tract owners from constructing one (1) additional guest house, provided that said guest house is not used for commercial purposes, it being the intent of this restrictive covenant to prevent all tract owners from constructing dwellings on the tracts in this subdivision for commercial purposes.
16. When fifty percent (50%) of the tracts or parcels have been sold, a property owners association shall be formed by the property owners whose function it will be to collect the maintenance fees, maintain the roads and common areas of the subdivision and enforce the deed covenants. By majority vote of the members of this association, the said covenants may be amended, modified or changed in accordance with state law concerning such associations.
17. Contractors or builders are to restore subdivision roads back to original condition.
18. An assessed penalty of \$25.00 will be added to the yearly road maintenance dues of \$60.00 if not paid by April 1<sup>st</sup> of that year.



## General Addendum

The Contract of Sale dated \_\_\_\_\_  
Address Tracts 32, 34 35 36 & 22A, Short Mountain South 50 11.28 acres total  
City \_\_\_\_\_, State WV, Zip \_\_\_\_\_  
Between Seller \_\_\_\_\_  
and Buyer Herbert W. Irvin

is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

Property is being sold by Robert M. McCarthy, Esq., Court Appointed Guardian of Property of Herbert W. Irvin. Sale may be subject to the Approval of the Circuit Court of Frederick County, Maryland and Hardy County, West Virginia.

The property for sale will be sold in, "AS IS, WHERE IS" condition and neither Robert M. McCarthy Esq., nor the seller, or their respective agents make any express or implied warranties of any kind. The descriptions and conditions listed in this and any other advertising materials, or disclosures are to be used as guidelines only and are not guaranteed.

All Home Inspections are for information purposes only.

Notwithstanding any provisions of this document, Robert M. McCarthy shall not have any personal financial obligation under any circumstances in any capacity related to this document.

*Herbert W. Irvin* *5/3/22*  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
**Herbert W. Irvin**

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

## WEST VIRGINIA RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

**NOTICE TO OWNER(S):** Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations.

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner  GA Date 5/3/22  
Owner \_\_\_\_\_ Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser \_\_\_\_\_ Date \_\_\_\_\_

# 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 Real Estate Brokers License Act of West Virginia, all parties are hereby notified that

(printed name of agent) Keenan Shunkholtz / SHAUN KNOTTS affiliated with

(firm name) WEST VIRGINIA LAND & HOME REALTY, LLC is acting as an agent of:

- ☒ The Seller, as listing agent or subagent. ☐ The Buyer, as the Buyer's agent.  
☐ Both Seller & Buyer, with the full knowledge & 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.			
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

I certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature

Date

4-22-22 SW. KNOTTS

WV Real Estate Commission

300 Capitol Street, Suite 400

Charleston, WV 25301

(304)348-3555

[www.wvrec.org](http://www.wvrec.org)



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