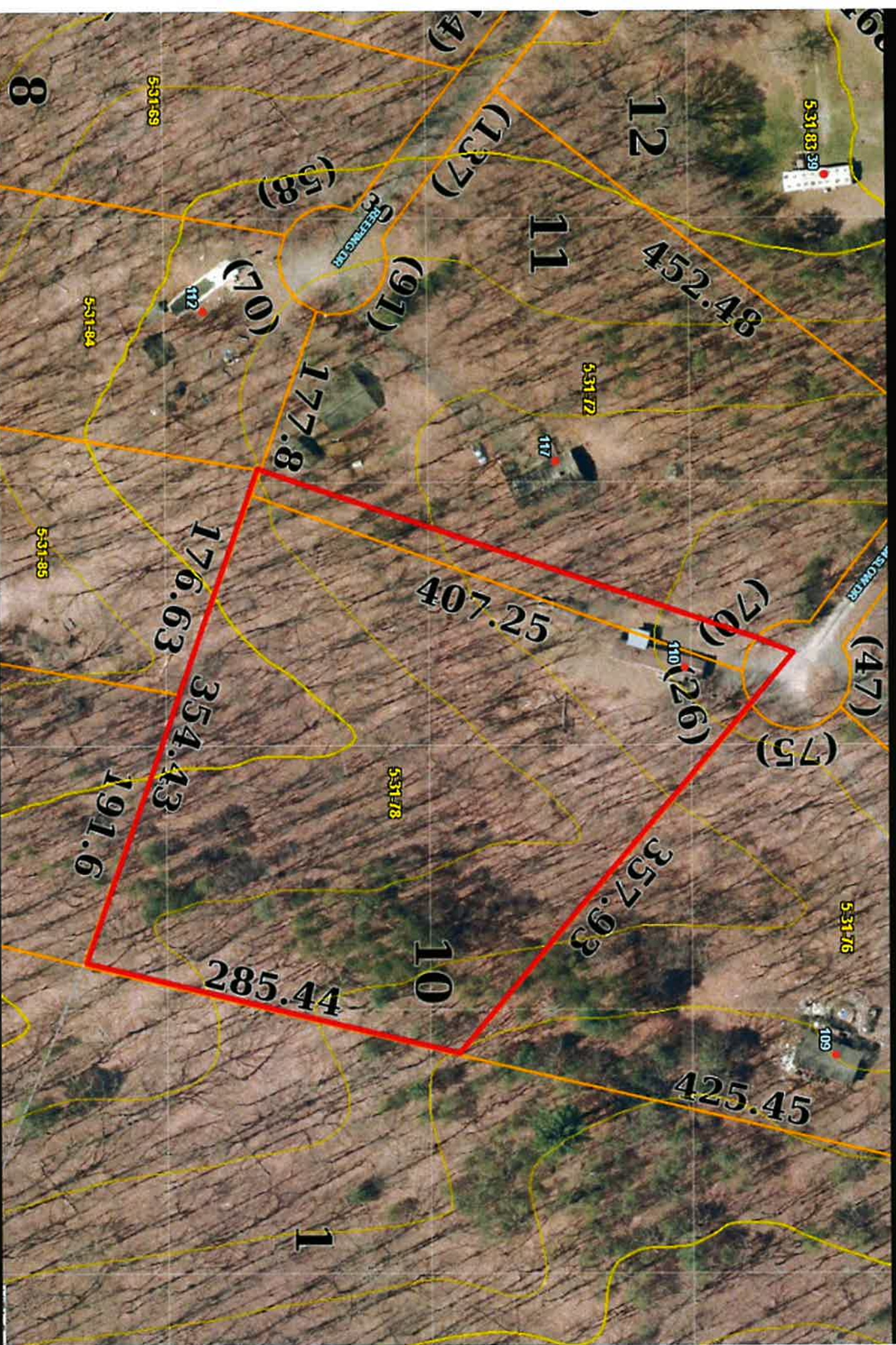
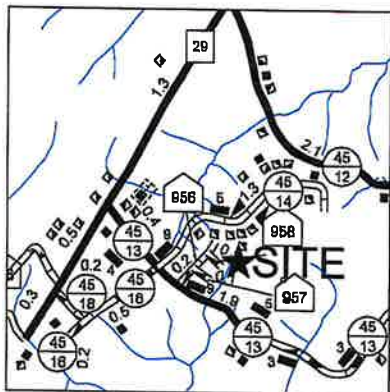
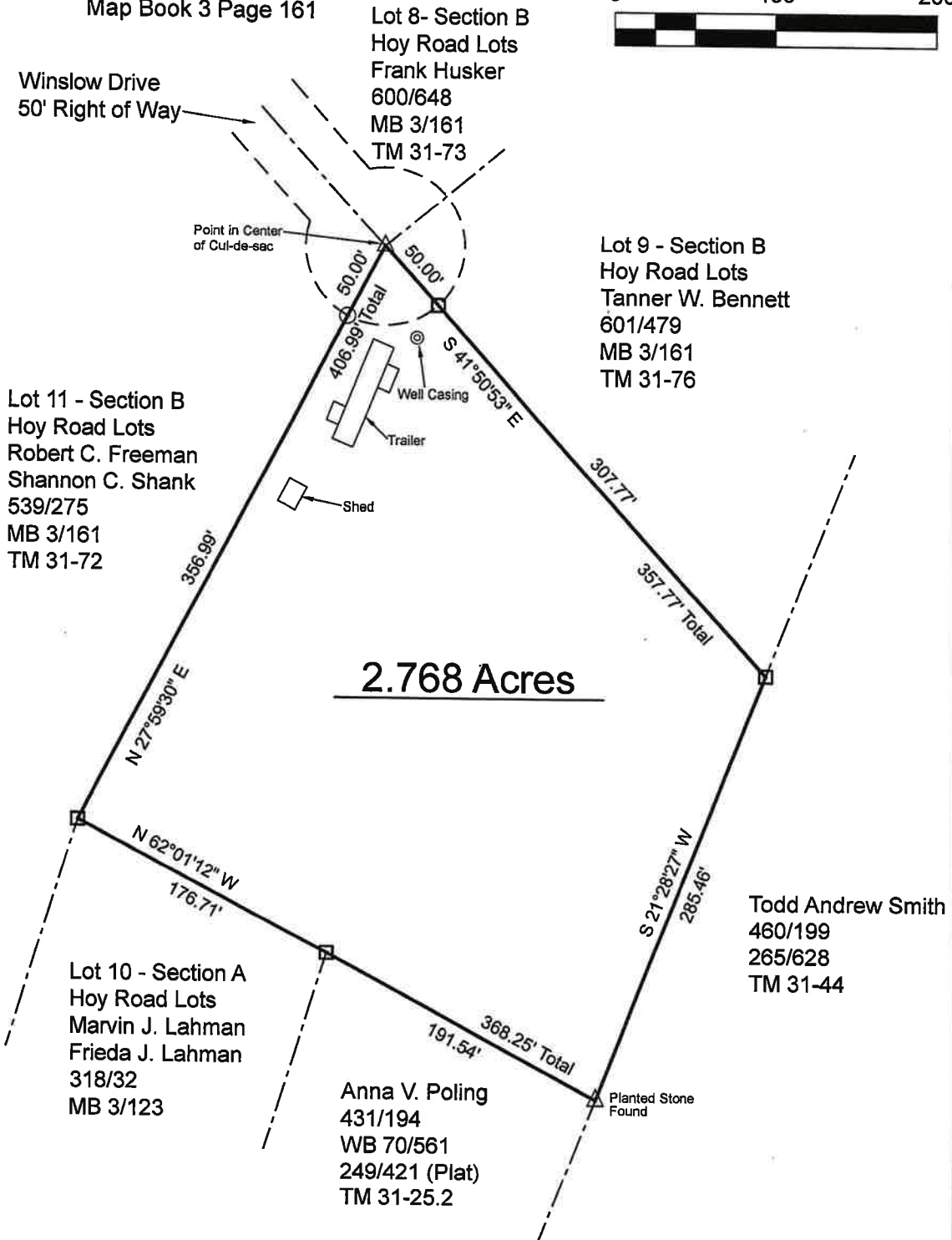
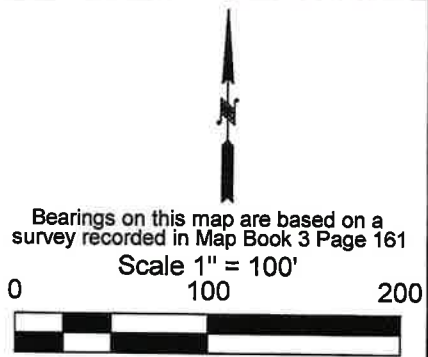




Plat of Survey of
**Lot 10 of Section B
of Hoy Road Lots**
Gore District Hampshire County
West Virginia

Reference: Deed Book 377 Page 585
Map Book 3 Page 161



Vicinity Map
Scale 1" = 1 Mile

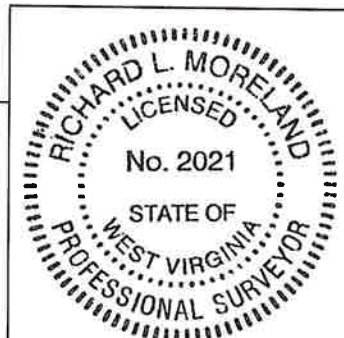
LEGEND

- △ As Labeled
- 5/8" Rebar Found
- 5/8" Rebar with Yellow Plastic Cap
Labeled "Moreland PS 2021" Set

**Moreland's Surveying
& Consulting, Inc.**

22331 Northwestern Pike
Romney, WV 26757
(304) 822-4441

Richard L. Moreland



Date: July 10, 2025
Map No.: 25-041-01

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

6 HOY ROAD LOTS

The real estate conveyed shall be subject to the following protective covenants and restrictions which covenants and restrictions are to run with the land and shall be incorporated in the deed conveying said lot(s).

1. For the consideration above stated, the grantor further grants and conveys unto the said grantee(s), their heirs and assigns, the perpetual right to use, in common with any other person or persons owning any real estate situate in the subdivision, the existing [50] foot wide roadway running throughout said subdivision for the purpose of ingress and egress to and from the property herein conveyed and for the purpose of going to and from other parts of said subdivision. The grantor, its successors and assigns, reserve, however, the perpetual right to use all of the above described roadway, including any portion of said roadway which may lie within the boundaries of the real estate conveyed for the deed to which these protective covenants are attached.

2. The grantor may assess each tract owner of the subdivision a reasonable sum each year, per tract, for the use, upkeep and maintenance of the roadways situate 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 31st day of January next, following the purchase of said tract and on or before the 31st day of each year thereafter. When more than one tract is owned by a party or parties, in the event of resale on any or more tracts, then the obligation to pay the said assessment and levy shall become the obligation of the new owner or owners.

3. 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 therefore, with the right of ingress and egress for the purpose of erection and maintenance, on, over or under a strip of land 10 feet wide on either side of the roadways to be built in the subdivision.

PROTECTIVE COVENANTS
PAGE 2

7

4. None of the lots in said subdivision shall be subdivided.

5. All of the tracts in said subdivision shall be used for residential and recreational purposes only. None of the lots shall be used for any commercial purposes. No structures other than a single family dwelling, garage, storage shed or pet shelter shall be constructed on any of the tracts in said subdivision and all structures must conform generally in appearance and material with any dwelling on said tract.

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. Premises shall be maintained in a neat and orderly manner at all times.

8. The owner or owners of said lots shall not engage in any activity not normally associated with residential occupancy and which may become offensive or a nuisance to the neighbors.

9. There shall be no open discharge of sewage or water and all water and sewage shall be disposed of as directed by the West Virginia Department of Health and no building shall be constructed on any tract until a septic tank permit has been obtained from the State Department of Health.

10. 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 ditches. For any driveway crossing a road drainage ditch, a minimum of 12 inches in diameter culvert must be used in a fashion to insure water flow along drainage ditches.

11. 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. All garbage and trash shall be kept in covered containers.

12. No rights of way or easements shall be granted or created upon or across owner's acreage except for public utilities unless developers agree.

13. All burning of trash and brush shall be in accordance with the State Fire Regulations.

14. No poultry, cattle, hogs or other livestock numerous or unusual pets shall be kept on the property. However, owners shall be the right to keep and maintain not more than (2) horses or not more than 2 ponies or combination thereof, on said lot.

15. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situate in said subdivision to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages for such violation.

16. No hunting shall be allowed on any of the tracts in this subdivision.

17. Invalidatation of any one of these covenants by Judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

CLASS
LICENSE #
EXP. DATE
DL OR ID #

DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES



CERTIFICATE OF TITLE TO A MOTOR VEHICLE

The Division of Motor Vehicles of West Virginia certifies that pursuant to an application made and sworn to before me, and after first having examined the application, which name and address first hereinabove appear, you have registered in the office of said Division as the lawful owner of the vehicle/boat hereinafter described, to be otherwise entitled to have said vehicle/boat registered in the name of said applicant, that is to say:

06
25
25

ODOMETER READING IS NOT REQUIRED

MAKE/BODY	YEAR	MODEL	VEHICLE/BOAT IDENTIFICATION NO.	WEIGHT/LBS.	TITLE NUMBER	PREVIOUS TITLE NUMBER
SKY	1995		5U100137H		0 1MFG00BN49175	
PH					11/30/2005	

TRENUM, GREGORY OR FLORENCE
PO BX 926
AUGUSTA
267040000 WV

DUPLICATE

Said Division further certifies that from said verified application, the above described vehicle/boat is subject to lien(s) and encumbrance(s) described below, and none other, that is to say:

FIRST LIEN	RELEASE
Name and mailing address of Lienholder	This lien was fully paid, satisfied, and released on this, the _____ day of _____, 20____.
	Name of Lienholder _____
	Signature of Person or Officer (X) _____
	taken, subscribed, and sworn before me on this, the _____ day of _____, 20____.
	Notary Public (X) _____
	My commission expires the _____ day of _____, 20____.
SECOND LIEN	RELEASE
Name and mailing address of Lienholder	This lien was fully paid, satisfied, and released on this, the _____ day of _____, 20____.
	Name of Lienholder _____
	Signature of Person or Officer (X) _____
	taken, subscribed, and sworn before me on this, the _____ day of _____, 20____.
	Notary Public (X) _____
	My commission expires the _____ day of _____, 20____.



Witness the corporate name of the Division of Motor Vehicles of West Virginia and the seal of said Division on the month, day, and year set beneath the name of the applicant in this Title.

WVC-3512997

DO NOT ACCEPT THIS TITLE UNLESS IT CONTAINS AN EAGLE WATERMARK. HOLD TO LIGHT TO VIEW.

NOTICE OF AGENCY RELATIONSHIP



When working with a real estate licensee in buying, selling, or leasing real estate, West Virginia Law requires that you be informed of whom the licensee is representing in the transaction. The licensee may represent the seller/lessor, the buyer/lessee, or both. The party represented by the licensee is known as the licensee's principal and as such, the licensee owes the principal the duty of utmost care, integrity, honesty, and loyalty.

Regardless of whom they represent, the licensee has the following duties to all consumers in any transaction:

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

The licensee 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 licensee 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 licensee, the licensee can provide more information upon your request.

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

Keenan Shultz (printed name of licensee), affiliated with
West Virginia Land & Home Realty (brokerage name), is acting as the agent of:

☒ The Seller/Lessor

☐ The Buyer/Lessee

☐ The Seller/Lessor as a Designated Dual Agent.

☐ The Buyer/Lessee as Designated Dual Agent

☐ The undersigned Seller/Lessor is unrepresented.

☐ The undersigned Buyer/Lessee is unrepresented.

☐ Both the Seller/Lessor and Buyer/Lessee, as a Limited Dual Agent

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.

Keenan Shultz 7-21-25
Seller/Lessor Date Buyer/Lessee

Seller/Lessor Date Buyer/Lessee Date

Seller/Lessor Date Buyer/Lessee Date

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

Licensee's Signature Keenan Shultz

Date 7-21-25

Licensee's Signature _____

Date _____



West Virginia
Real Estate Commission

300 Capitol Street
Charleston, WV 25301
(304) 558-3555

<http://rec.wv.gov>



THIS FORM HAS BEEN PROMULGATED BY THE WVREC FOR THE REQUIRED USE BY ALL WEST VIRGINIA REAL ESTATE LICENSEES

REVISED OCT 24th 2024

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  Date 7-21-25

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 _____