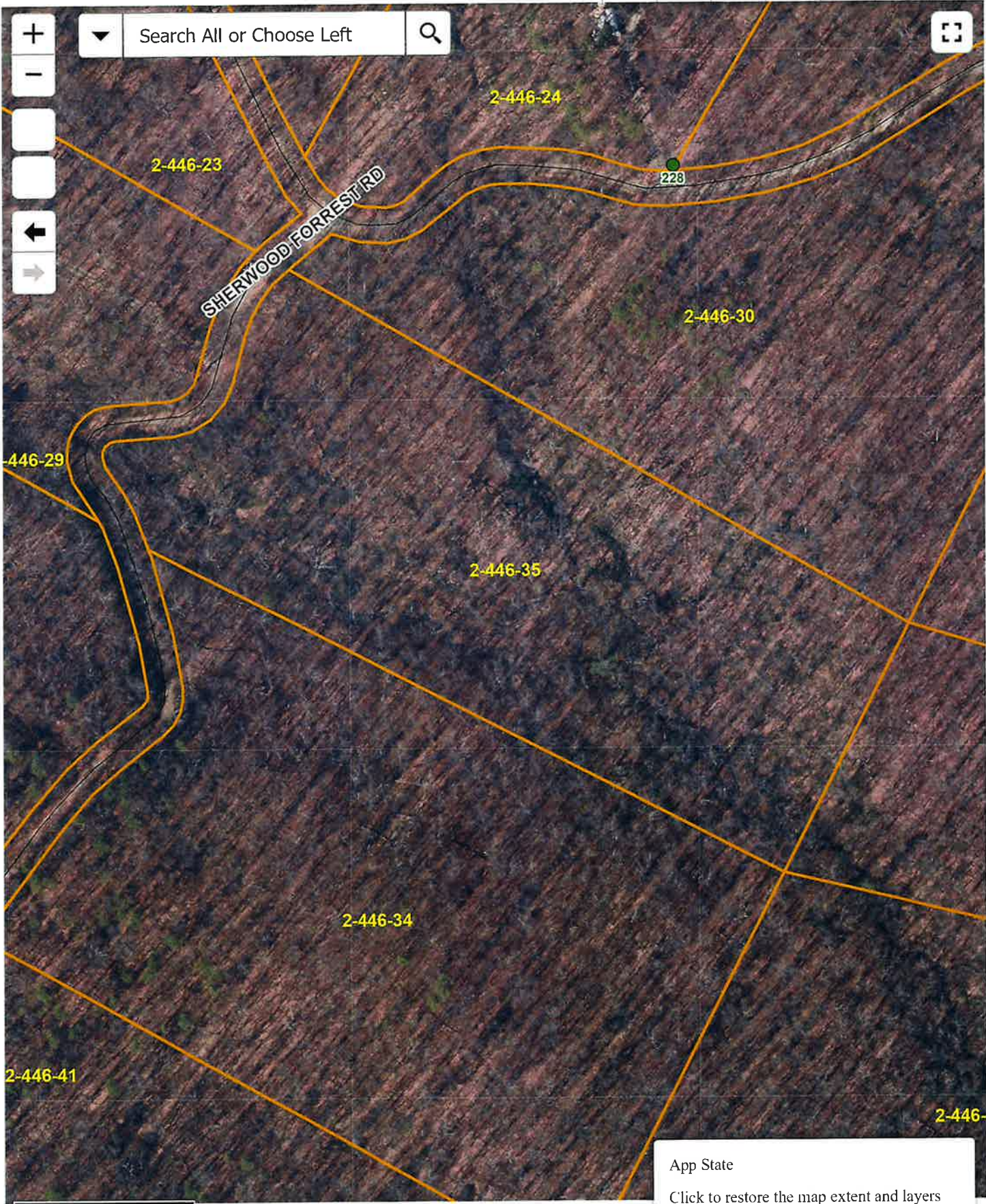


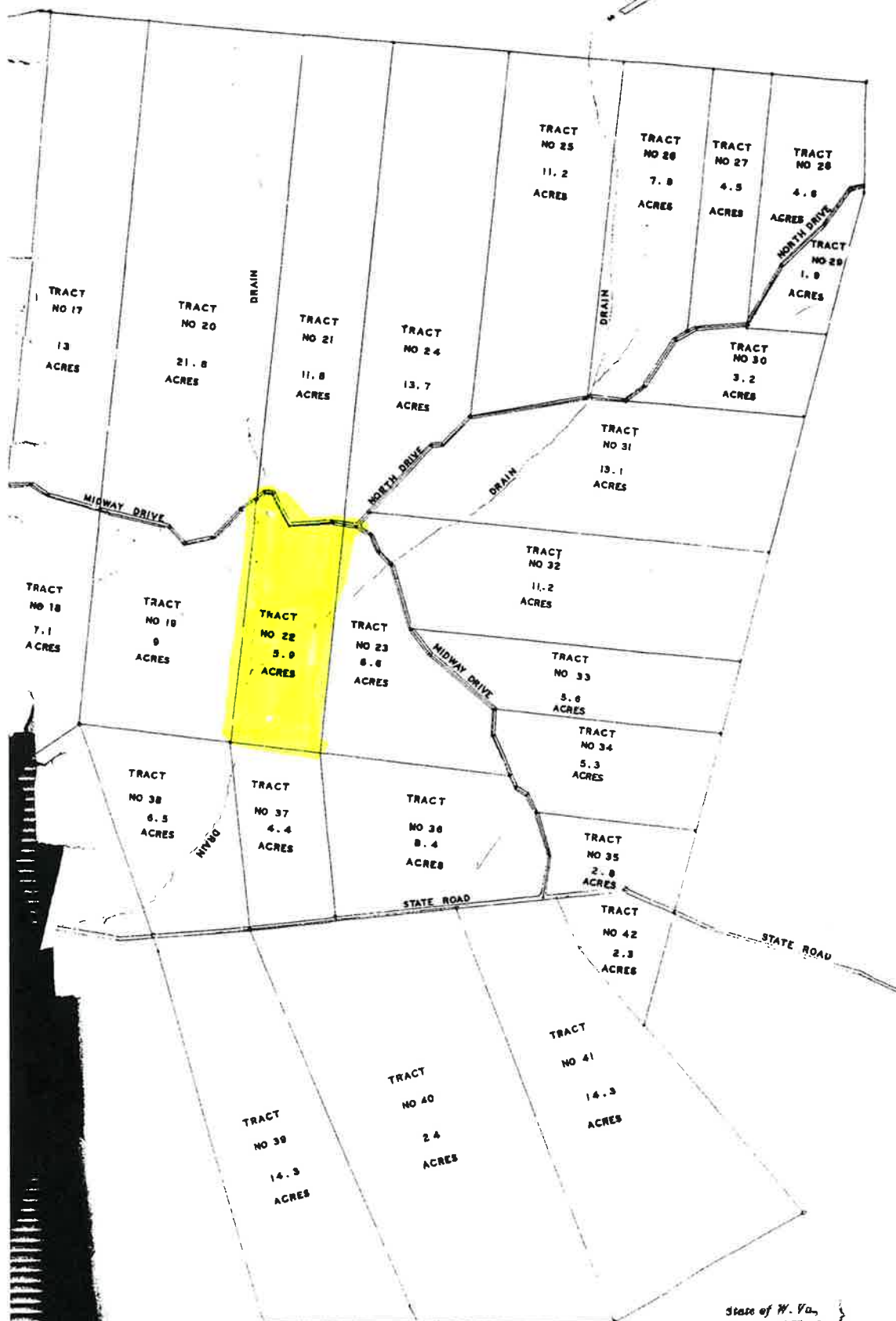
Hardy County Parcel Viewer

IAS Poi



App State

Click to restore the map extent and layers visibility where you left off.



State of W. Va.,
County of Hardy,

September 11 1968 Filed
admitted to record. Recorded in Deed Book
No. 126 Page 183

THIS Deed and Conveyance is subject to the following protective restrictions and covenants which shall be construed as running with the land and binding upon all grantees, heirs at law, and assigns:

1. LAND USE: No parcel shall be used except for residential or agriculture purposes, except as specifically set forth herein. No timber shall be cut for commercial purposes, except for building space, beautification or replanting for trees, shrubbery or grass.

2. PROHIBITED ACTIVITIES AND STRUCTURES:

a. Professional and commercial activities which cannot be conducted from a residential dwelling are hereby prohibited.

b. No livestock with the exception of pets to be kept.

c. All taverns, dance halls, cemeteries, sand, gravel or clay pits, sawmills, tourist homes, trailer camps, dump or junk yards, are hereby prohibited.

d. No noxious, unlawful, or offensive activities shall be carried on upon any parcel, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, nor shall said property or structures erected thereon be used in any manner so as to endanger the health and comfort of or unreasonably disturb the peace and quiet of any owner of adjoining property or of the neighborhood.

e. All industrial activities are hereby prohibited.

3. SUBDIVISION OF PARCELS: No subdivision shall be permitted of said tract of land.

4. PUBLIC UTILITIES: A R/W is reserved for public utilities, a distance of 20 feet from center of roads where telephone, electric, sewer, water, TV Cable, or any other public

service may be installed, and the right to re-enter is expressly reserved for said public utility companies to install and maintain said service on all lots or parcels sold.

5. ROADS: All roads in said subdivision shall be dedicated to public use and no property owner shall be permitted to obstruct said roads from public use. Maintenance of said roads shall be by mutual agreement of property owners. No building shall be located on any parcel nearer to any public road, or nearer to any boundary line, than 50 feet. The latter may be waived upon written permission of the adjoining property owner. All roads shall be 30 feet wide.

6. BUILDING TYPE: No non-conforming buildings, commercial poultry houses, or shacks, shall be erected on said property which would be detrimental to the beauty and environment of the Subdivision.

7. TRASH AND WASTE DISPOSAL: Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment, for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Toilets and other waste line shall be connected with a septic tank or sewage disposal system, constructed in compliance with the requirements of the West Virginia State Board of Health. No drains or discharges from a septic tank or sewage disposal unit may be located within 20 feet of an adjoining parcel or lot of land. Any outside toilet shall be kept in a sanitary condition with an appropriate pit and located not nearer than 100 feet to any property line, drain or stream.

8. IN The event the Grantees, or any person claiming under them, shall violate, or attempt to violate, any restriction herein contained, the Grantors, or any owner of adjacent property, may have the right to recover damages at law for such violation or

to restrain such violation in equity.

9. INVALIDATION OF COVENANTS: Invalidation of any of these covenants by Judgment or Court Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

10. These restrictions and covenants may be revised or amended at any time by at least 51 per cent of the owners agreeing who own parcels of land involved in this subdivision. Each owner may have a vote for each parcel that he may own in the original subdivision.

PURCHASERS Shall have immediate possession of said land and shall pay the 1973 taxes assessed against same, which assessment is made as of July 1, 1972, for the year 1973.

WITNESS THE FOLLOWING Signatures:



H. G. Muntzing
H. G. Muntzing
Virginia M. Muntzing
Virginia M. Muntzing

STATE OF WEST VIRGINIA

COUNTY OF HARDY, TO-WIT:

I, *R. L. Bell*, a Notary Public of said County and State, do certify that H. G. Muntzing and Virginia M. Muntzing, his wife, and Virginia M. Muntzing and H. G. Muntzing, her husband, whose names are signed to the within writing, bearing date the 15th day of January, 1973, have this day acknowledged the same before me in my said County.

Given under my hand this the 24 day of January, 1973.

My commission expires Notion 4, 1976

R. L. Bell
Notary Public

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:

SHAUN KNOTTS (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.

Krystal Patterson

10/21/2025

<u>95-1020AF10894FC...</u> Seller/Lessee	Date	<u>Buyer/Lessee</u>	Date
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 SWT. 10/21/25 Date 10-21-25

Licensee's Signature _____ Date _____



West Virginia
Real Estate Commission

300 Capitol Street
 Charleston, WV 25301
 (304) 558-3555
<http://rec.wv.gov>

