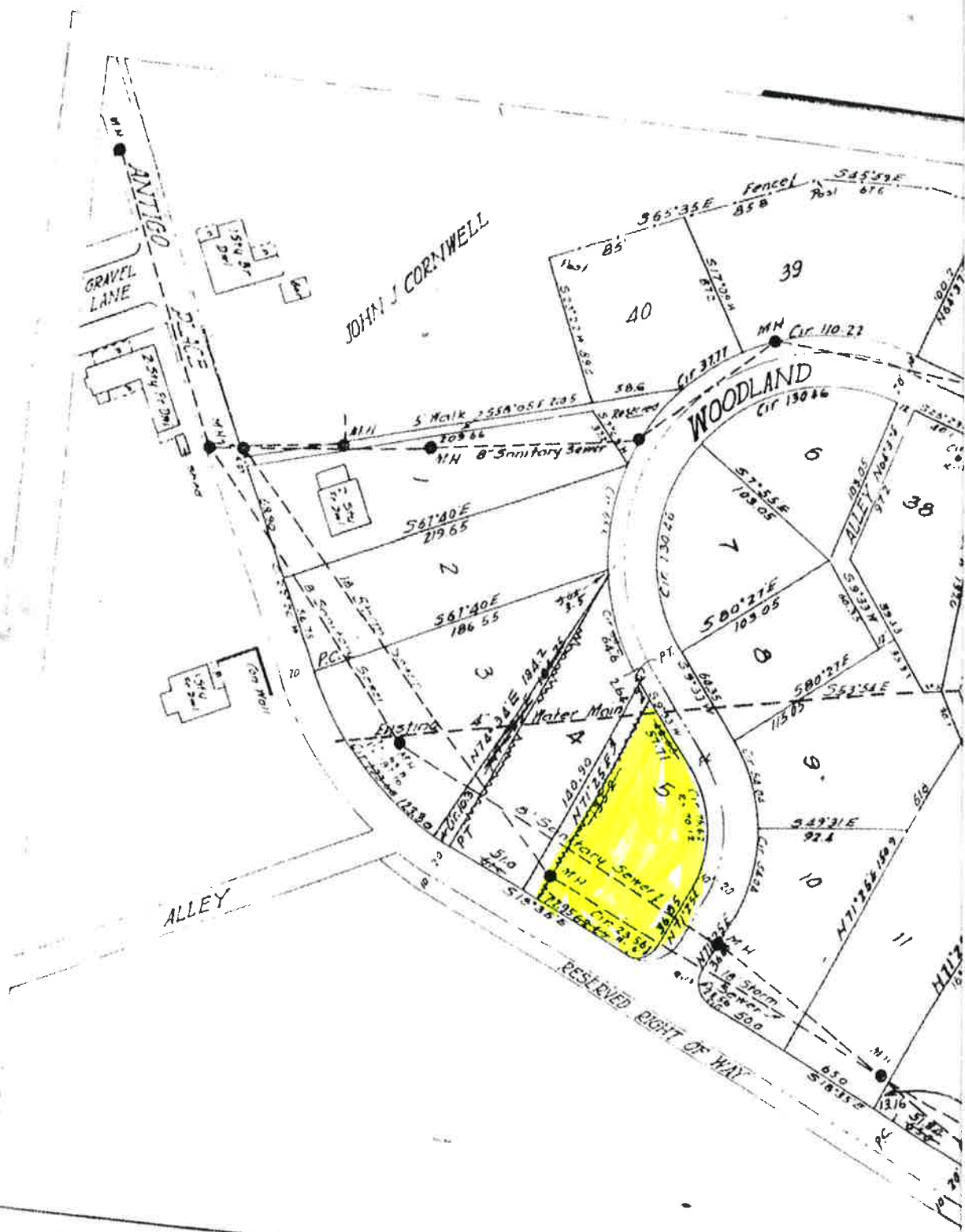


# Hampshire Parcel Viewer





ROMNEY REALTY COMPANY  
 ROMNEY, WEST VA  
 HOMEWOOD SUB-DIVISION  
 Scale - 1" = 50'



PROTECTIVE COVENANTS

1922-1923

RESIDENTIAL COVENANTS

OF

ROCKY MOUNTAIN CO. CO.

ROCKY MOUNTAIN CO. CO., INC.

- A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to run in such a manner that building plot other than one detached single-family dwelling and a private garage for not more than two (2) cars.
- B. No building shall be erected, placed, or altered on any lot in plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of Edward J. Miller, Charles A. Powers and the Mayor of Denver, or their authorized representative, for conformity and harmony of exterior design and location of building setback lines. In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within thirty (30) days after plans have been submitted to it, or if no suit to enforce the erection of such building, or the making of such alterations, has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and have are subject to the covenants herein set forth in writing, duly recorded upon the land records, their authorized representative and thereafter shall have all the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.
- C. No building shall be located on any residential building plot so near to the front lot line, nor nearer than ten (10) feet to any side street line. No building, except a garage or other outbuilding located twenty-five (25) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.
- D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than four thousand (4,000) square feet for a width of less than fifty (50) feet at the front building setback line.
- E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- F. No persons of any race other than the Caucasian shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.
- G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- H. No dwelling costing less than Three Thousand Dollars (\$3,000.00) shall be permitted on Shippoon Hill Drive and no dwelling costing less than Four Thousand, Five Hundred Dollars (\$4,500.00) shall be permitted on Woodland by an Woodland Circle.
- I. A three - (3) foot easement is reserved on and over all lots for the installation and maintenance of utility lines.
- J. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless, by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.
- K. If the parties hereto, or any of them, or their heirs 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 property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and without to prevent him or them from so doing or to recover damages or other dues for such violation.
- L. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

# NOTICE OF 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.

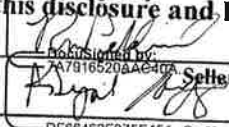
Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

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

(printed name of agent) Keenan Shisholtz 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.			
5/22/2022			
	5/23/2022	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 [Signature]  
 Date 5-20-22

WV Real Estate Commission  
 300 Capitol Street, Suite 400  
 Charleston, WV 25301  
 (304)348-3555

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



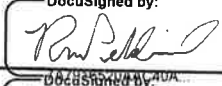
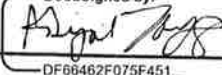
This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.

## 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	<div>DocuSigned by: </div>	Date	5/22/2022
Owner	<div>DocuSigned by: </div>	Date	5/23/2022

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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	_____



# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards SALES

## Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

## Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (*Check (i) or (ii) below*):
- (i) ☐ Known lead-based paint and/or lead-based paint 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 available to the seller (*Check (i) or (ii) below*):
- (i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (*list documents below*).  
.....  
.....  
.....
- (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Purchaser's Acknowledgment (*initial*)

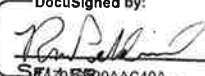
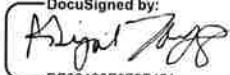
- (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_ Purchaser has received the pamphlet **Protect Your Family from Lead in Your Home**.
- (e) \_\_\_\_\_ Purchaser has (*check (i) or (ii) below*):
- (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Agent's Acknowledgment (*initial*)

- (f) KS Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by:  SEALER20AAC40A...	5/22/2022 _____ DATE	DocuSigned by:  DE68462E075E451	5/23/2022 _____ DATE
PURCHASER _____ AGENT	_____ DATE	PURCHASER _____ AGENT	_____ DATE
	5-20-22 _____ DATE		