

**EASTERN PANHANDLE BOARD OF REALTORS
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**

This Exclusive Right to Sell Listing Agreement ("Agreement") is made on 12/26/2025 by and between
Westview Manor, LLC & Jennifer HavenMobile Home Park, LLC ("Seller") and
____ ("Broker").

1. **APPOINTMENT OF BROKER** In consideration of the services provided by Broker and described in this Agreement, Seller hereby appoints Broker as Seller's sole and exclusive listing agent and grants Broker the exclusive right to sell the real property described below ("Property").

2. **PROPERTY**

Street Address 2685 Middleway Pike
Unit # _____ City Bunker Hill West Virginia, Zip 25413
Tax Map/ID # Mill Creek Map 10 Parcel 89, 96, 89.1 Parking Space Number(s) _____
Storage Unit Number(s) _____ Historic District Description _____
Legal Description _____
☐ Lot/Block/Subdivision Lot# _____, Block _____, Section _____, Phase _____, DB/WB 1381,
PG/Folio 111/101 Subdivision/Condominium _____
County/Municipality Berkeley
☐ Metes/Bounds, see Attached Description ☐ Metes/Bounds, see Attached Survey

3. **NOTICES** All notifications and amendments under this Agreement shall be in writing and shall be delivered using the information below:

Seller

Mailing Address: _____
City, State and Zip Code _____
Phone: (H) _____ (W) _____ (Cell) (304)283-7744 (Fax) _____
Email: aioc.jm@gmail.com

Broker:

Mailing Address: 31 Aikens Center
City, State and Zip Code: Martinsburg, WV 25404
Phone: (304)671-0678 (Fax) _____
Email: chiphensell@gmail.com

4. **AGREEMENT TERM AND LISTING TERM**

A. **Agreement Term.** The Agreement will run for the period commencing **UPON SIGNATURE BY ALL PARTIES** and expiring at 11:59 p.m. on 12/31/2026 ("Agreement Term") If a Sales Contract for Property is ratified during the Agreement Term which provides for a settlement date beyond the Agreement Term, the Agreement will be extended automatically until final disposition of the Sales Contract.

B. **Listing Term.** The Listing Term begins when Seller instructs Broker to allow any potential Purchaser(s) to learn about Property. The Listing Term shall go into effect on or before 12/26/2025, with the expiration date coinciding with the expiration date of the Agreement Term, or extending as provided for above. Listings shall be entered into the MLS within two (2) days of the start of the Listing Term, or as MLS rules require. It is understood that the Listing Term effective date may or may not coincide with the Agreement Date.

5. **LISTING PRICE** Seller instructs Broker to offer Property for sale at a selling price of \$2,500,000.00, or such other price as later agreed upon by Seller, which price includes Broker's compensation. (NOTE: Broker does not guarantee that Property will appraise or sell at the price stated hereunder, nor does Broker guarantee any net amount Seller might realize from the sale of Property).

Seller: _____/_____

6. **CONVEYANCES**

A. Personal Property and Fixtures. Property includes the following existing personal property and fixtures: any built-in heating and central air conditioning equipment, plumbing and lighting fixtures, storm windows, storm doors, screens, installed wall-to-wall carpeting, exhaust fans, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. If more than one of an item convey, the number of items is noted as per the attached Affidavit of Items to Convey.

B. Items That Do Not Convey.

C. As-Is Items. Seller will not warrant the condition or working order of the following items and or systems:
All items are as is

D. As-Is Marketing. Seller does ☒ **OR** does not ☐ authorize Broker to offer the entire Property in "As-Is" condition.

E. Leased Items. Any leased items, systems or service contracts (including, but not limited to fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT** convey absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

7. HOMEOWNER WARRANTY Seller has the option to purchase a homeowner warranty, which can be in effect during the Listing Period and will transfer to Purchaser upon settlement. Seller should review the scope of coverage, exclusions and limitations. Cost not to exceed \$_____ Warranty provider to be _____

8. **UTILITIES (Check all that apply)**

Water Supply: ☒ Public ☐ Private Well ☐ Community Well

Sewage Disposal: ☒ Public ☐ Septic approved for # ___ BR

Type of Septic System: ☐ Community ☐ Conventional ☐ Alternative ☐ Experimental

Hot Water: ☐ Oil ☐ Gas ☐ Elec. ☐ Other

Air Conditioning: ☐ Oil ☐ Gas ☐ Elec. ☐ Heat Pump ☐ Other _____ #Zones _____

Heating: ☐ Oil ☐ Gas ☐ Elec. ☐ Heat Pump ☐ Other _____ #Zones _____

Seller represents that the septic system ☐ is **OR** ☐ is not operating under a waiver from the State Board of Health.

9. BROKER DUTIES Broker shall perform, and Seller hereby authorizes Broker to perform, the following duties. In performing these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations and treat all parties honestly.

A. Broker shall protect and promote the interests of Seller and shall provide Seller with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS and the Regional Rules and Regulations for the electronic lockbox system.

B. Broker shall use reasonable efforts and act diligently to seek Purchasers for Property at the price and terms stated herein or otherwise acceptable to Seller, to negotiate on behalf of Seller and to assist in the consummation of the sale of Property.

Seller: _____/_____

- C. Broker shall market Property, at Broker's discretion, including without limitation, use of the Property address, description, interior and exterior photographs in appropriate advertising media, such as publications, mailings, brochures and Internet sites; provided, however, Broker shall not be obligated to continue to market Property after Seller has accepted an offer.
- D. Broker shall present all written offers or counteroffers to and from Seller, in a timely manner, even if Property is already subject to a ratified contract of sale, unless otherwise instructed by Seller in writing.
- E. Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which Seller has or may have an interest.
- F. Broker shall show Property during reasonable hours to prospective Purchasers and shall accompany or accommodate, as needed, other real estate licensees, their prospective Purchasers, inspectors, appraisers, exterminators and other parties necessary for showings and inspections of Property, to facilitate and/or consummate the sale of Property. Broker ☐ shall OR ☐ shall not install an electronic lockbox on Property to allow access and showings by persons who are authorized to access Property.

Showing Instructions:

Seller to provide leases, names and phone numbers of all tenants and keys. Broker will provide 24 hr notice to tenants before showing

- G. Broker ☒ shall OR ☐ shall not install "For Sale" signs on Property, as permitted. Seller is responsible for clearly marking the location of underground utilities, equipment or other items that may be damaged by the placement of the sign.

10. MARKETING/MLS/INTERNET ADVERTISING.

- A. **MLS Marketing.** ☒ Seller authorizes OR ☐ Seller does not authorize Broker to market Property via the Multiple Listing Service ("MLS").
 - 1. If Seller authorizes Broker to market Property in MLS, Broker will disseminate, via MLS, information regarding Property, including listing price(s), final sales price, all permissible terms, and all status updates during and after the expiration of Agreement. Broker will enter the listing information into MLS within two (2) days of Listing Term, or as MLS rules require.
 - 2. If Seller does not authorize Broker to market Property via MLS, Broker will instead market Property as an Office Exclusive Listing unless and until Seller desires to market Property via MLS. "Office Exclusive Listing" means Seller instructs Broker to restrict marketing of Property only to Broker's network. For each Office Exclusive Listing, Seller will sign and deliver concurrently with Agreement an MLS-required form certifying that Seller does not authorize Broker to publicly market the listing via MLS or any syndicated websites. Broker will enter the listing information into MLS within two (2) days of Listing Term, or as MLS rules require.
- B. **Third Party Websites.** ☒ Seller authorizes OR ☐ Seller does not authorize Broker marketing Property through MLS or other means to also make listing data available to third-party websites.

Seller understands that the listing data may get disseminated to third-party websites through means other than MLS regardless of the selection above. Seller acknowledges that the accuracy of the listing data is controlled by the third-party websites and is outside of Broker's control. The parties agree and understand that third-party websites include: 1) Broker's internet website; 2) the internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker or other brokers participating in MLS; 3) any other internet websites (such as syndicated websites) in accordance with applicable MLS rules and regulations; and/or 4) social and printed media.

Seller: _____/_____

C. In the event Seller has opted into marketing Property in the MLS in subparagraph A above, Broker is hereby authorized by Seller to submit and market Property as follows:

☒ Seller **authorizes** OR ☐ Seller **does not authorize** the display of Property address on any internet website. In the event Seller does not authorize the display of the property address, only the ZIP code will be displayed.

☒ Seller **authorizes** OR ☐ Seller **does not authorize** the display of unedited comments or reviews of Property (or display a hyperlink to such comments or reviews) on MLS participants' internet websites. This provision does not control the display of such comments on third-party websites such as syndicated websites.

☒ Seller **authorizes** OR ☐ Seller **does not authorize** the display of an automated estimate of the market value of Property (or a hyperlink to such estimate) on MLS participants' internet websites. This provision does not control the display of such estimated value of Property on third-party websites such as syndicated websites.

D. **Coming Soon.** ☒ Seller **authorizes** OR ☐ Seller **does not authorize** Broker to market Property under "Coming Soon" status in MLS. If Seller authorizes Broker to market Property under "Coming Soon" status in MLS, Broker will list Property under "Coming Soon" status in MLS within two (2) days of Listing Term, or as MLS rules require. Broker may engage in pre-marketing activities prior to the date that Property is marketed in MLS under "Active" status including, but not limited to: 1) placing a "Coming Soon" sign on Property; 2) notifying agents with other firms that Property is "Coming Soon"; and 3) placing advertisements and conduct other marketing activities at Broker's discretion. Broker will not show Property to prospective Purchasers or tenants and/or their agents while under "Coming Soon" status.

Active in MLS on or before 01/12/2026.

E. During the term of Agreement, Seller may, by written notice to Broker, authorize Broker to enable or disable use of any feature as described above. Broker agrees to update MLS database accordingly.

11. TYPES OF AGENCY

Seller Agency: As a seller agent the licensee and all licensees of the company work exclusively for the seller and must act in the Seller's best interest including making a continuous and good faith effort to find a Purchaser except while the property is subject to an existing agreement. All confidential information relayed by the Seller must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

Purchaser Agency: As a Purchaser agent the licensee and the licensee's company work exclusively for the Purchaser and must act in the Purchaser's best interest including making a continuous and good faith effort to find a property for the Purchaser except while the Purchaser is subject to an existing agreement. All confidential information relayed by the Purchaser must be kept confidential except that a licensee must reveal known material defects about the property.

Dual Agency: Dual Agency arises when the same company represents the Seller and the Purchaser in the same transaction.

A. **Disclosed Limited Dual Agency** - an agent or agents acting as a disclosed limited dual agent requires that the agent or agents of the client or clients may not advocate for either or both clients but must remain neutral.

Seller: _____/_____

- B. **Disclosed Designated Dual Agency** - an agent or agents acting as a disclosed designated dual agent(s) are designated by the Broker, one to represent only the interests of the Seller and one to represent only the interests of the Purchaser.

Unrepresented Party (customer):

From time to time in a real estate transaction, a party will not be represented by an agent but will otherwise interact with a licensee. This party is known as an unrepresented party (customer) and a licensee owes an unrepresented party (customer) the duties of good faith and fair dealing. An unrepresented party (customer) is not a client or prospective client. If you elect to be an unrepresented party (customer) to a transaction or listing, take the steps necessary to protect your best interests. If the other party is represented by an agent, you may be at a disadvantage in the transaction due to the skill and experience of that agent.

SELECTION REQUIRED:

☐ Seller **consents** to **Limited Dual Agency**, thus Seller **allows** property to be shown to a Purchaser represented by the same licensee, another licensee, or Broker within the Broker firm.

OR

☒ Seller **does not consent** to **Limited Dual Agency**, thus Seller **does not allow** property to be shown to a Purchaser represented by the same licensee, another licensee or Broker, within the Broker firm.

SELECTION REQUIRED:

☐ Seller **consents** to **Designated Agency**, thus Seller **allows** property to be shown to a Purchaser represented by another designated licensee within the Broker firm. The Broker, or licensees from the same team, cannot be a designated agent.

OR

☒ Seller **does not consent** to **Designated Agency**, thus Seller **does not allow** property to be shown to a Purchaser represented by another designated licensee within the Broker firm.

A WVREC Notice of Agency Relationship disclosure form is required.

☒ **WVREC "A Guide to Agency Relationships" form is included.**

Broker will notify other real estate licensees via MLS whether Seller consents to designated or dual representation.

12. LISTING BROKER COMPENSATION.

Listing Broker Compensation and Purchaser's Broker Compensation are fully negotiable and are not fixed, controlled, recommended, or suggested by law or any multiple listing service or association of REALTORS[®].

- A. **Listing Broker Compensation.** Seller will pay Broker compensation of 2.500 % of gross sales price, OR "\$ _____", OR " _____ % of gross sales price + \$ _____" ("Broker Compensation") if, during the term of Agreement, anyone produces a Purchaser ready, willing, and able to buy Property.

Broker Compensation is also earned if, within _____ days after the expiration or termination of Agreement, a contract is ratified with a ready, willing, and able Purchaser to whom Property had been shown during the term of Agreement; provided, however, that Broker Compensation need not be paid if a contract is ratified on Property while Property is listed with another real estate company.

- B. ☒ **Additional Listing Broker Compensation for Unrepresented Purchaser.** If anyone produces a Purchaser ready, willing, and able to buy Property, and such Purchaser is not represented by a Broker at the time of ratification of the Sales Contract, Seller will pay Broker the following (in addition to Broker Compensation): ☒ 1.500 % of gross sales price, OR ☐ \$ _____, OR ☐ _____ % of gross sales price + \$ _____.

Seller: _____ / _____

- C. **Variable Rate Compensation.** If applicable, Broker and Seller agree to variable rate compensation to be paid as follows:
Hensell Realty will only charge 2.5% if there is a cooperating broker, max commisison of 5%
- D. ☐ **Additional Compensation.** Seller also agrees to pay additional compensation in the amount of \$ _____ at settlement, regardless of any Seller payment of commission.
- E. **Retainer Fee.** Broker acknowledges receipt of a retainer fee in the amount of \$ _____ which ☐ will OR ☐ will not be subtracted from Compensation. The retainer fee is non-refundable and is earned when paid.
- F. **Early Termination.** In the event Seller wishes to terminate Agreement prior to the end of Agreement Term, Seller will deliver written notice to terminate the Agency Relationship between the Parties. The Parties will then execute a Release of Brokerage Representation Agreement to terminate the Brokerage Relationship between the Parties. Should termination be without good cause, Seller will pay Broker \$ _____ as an early termination fee prior to executing the Release of Brokerage Representation Agreement, in addition to any compensation otherwise due pursuant to Agreement.

13. OPTIONAL SELLER-PAID PURCHASER'S BROKER COMPENSATION

- A. **Generally.** Prospective Purchasers may retain a broker who represents their interests only ("Purchaser's Broker"). Seller has the option to agree to pay some or all of the fees of Purchaser's Broker in this _____ transaction, which will be payable upon settlement ("Purchaser's Broker Compensation"). Seller has no obligation to pay Purchaser's Broker Compensation. Purchaser's Broker Compensation is negotiable and will ultimately be determined by a ratified sales contract between Seller and the Purchaser.
- B. **Disclosure.** Seller ☒ authorizes OR ☐ does not authorize Broker to disclose to prospective Purchasers and brokers representing Purchasers of Seller's willingness to negotiate with Purchaser regarding Seller's payment of, in whole or in part, Purchaser's Broker Compensation.

14. CONFIDENTIAL INFORMATION Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the client, which were obtained by Broker during the brokerage relationship, unless the client consents in writing to the release of such information or as otherwise provided by law. The obligation of Broker to preserve confidential information continues after termination of the brokerage relationship. Information concerning material defects about Property is not considered confidential information.

15. AUTHORIZATION TO DISCLOSE OTHER OFFERS In response to inquiries from Purchasers or cooperating brokers, Broker may not disclose, without Seller's authorization, the existence of other written offers on Property. If Seller does give such authorization, Seller acknowledges that Broker and sales associate(s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or by a cooperating broker.

Seller ☒ does OR ☐ does not authorize Broker and sales associate to disclose such information to Purchasers or cooperating brokers.

Seller: _____/_____

16. COMPLIANCE WITH FAIR HOUSING LAWS Property shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the state of West Virginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

17. EMPLOYEE RELOCATION PROGRAM Seller is participating in any type of employee relocation program:

☐ Yes OR ☒ No.

If "Yes":

(a) The program is named: _____, Contact # _____ **AND**

(b) Terms of the program are: _____

If "No" or if Seller has failed to list a specific employee relocation program, then Broker shall have no obligation to cooperate with or compensate with or compensate any undisclosed program.

18. CONDOMINIUM ASSOCIATION Seller represents that Property ☐ is OR ☒ is not located within a development, which is a Condominium or Cooperative.

19. PROPERTY OWNER'S ASSOCIATION Seller represents that Property ☐ is OR ☒ is not located within a development(s) which has a Property Owners' Association. If Property is within such a development, Seller is responsible for payment of the appropriate fees until closing.

The Property Owners Association dues are \$ _____ per _____ (frequency of payment).

Special Assessment \$ _____ for _____

Property Owners Association Name: _____

Management Company: _____ Phone #: _____

Seller represents that Seller ☐ is OR ☐ is not current on all Property Owners Association dues and/or special assessments.

20. PROPERTY CONDITION Seller ☒ has completed OR ☐ has not completed a Residential Property Disclosure/Disclaimer Statement. Seller acknowledges Broker is required to disclose to prospective Purchasers all material adverse facts pertaining to the physical condition of Property actually known by Broker.

Broker shall not, however, be obligated to discover latent defects in Property or to advise on property condition matters outside the scope of Broker's real estate license. Seller shall indemnify, save, and hold Broker harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material adverse facts.

21. LEAD BASED PAINT DISCLOSURE Seller represents that the residential dwelling(s) at Property ☒ were OR ☐ were not constructed before 1978. If the dwelling(s) were constructed before 1978, Seller is subject to Federal law concerning disclosure of the possible presence of lead-based paint at Property, and Seller acknowledges that Broker has informed Seller of Seller's obligations under the law. If the dwelling(s) were constructed before 1978, unless exempt under 42 U.S.C. 4852d, Seller has completed and provided to Broker the form, "Sale: Disclosure and Acknowledgement of Information on Lead-Based Paint Hazards" or equivalent form.

A. Renovation, repair and painting of Property: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Owner to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects; more than 20 square feet of lead-based paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

Seller: _____/_____

- B. An Owner who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for an Owner who personally performs covered work on the Owner's principal residence. However, Owner has the ultimate responsibility for the safety of Owner's family or children while performing such Covered Work. For detailed information regarding the RRP, Owner should visit www.epa.gov/lead/pubs/renovation.htm.

_____/_____
Paragraph 21.B. Owner acknowledges that Owner has read and understands the provisions of

22. CURRENT LIENS Seller represents to Broker that the below information is true and complete to the best of Seller's information, knowledge and belief:

- A. Property is security for a first mortgage or Deed of Trust loan held by:

Lender Name _____ Account # _____

With an approximate balance of \$ _____ Lender Phone # _____

- B. Property is security for a second mortgage or Deed of Trust loan held by:

Lender Name _____ Account # _____

With an approximate balance of \$ _____ Lender Phone # _____

C. Check all that are applicable:

- ☐ Property is not encumbered by any mortgage or Deed of Trust.
- ☐ Seller is current on all payments for the loans identified in numbered items A, B, C above.
- ☐ Seller is not in default and has not received any notice(s) from the holder(s) of any loan identified in numbered items A, B, C above, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- ☐ There are no liens secured against Property for Federal, State or Local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees.
- ☐ There are no judgments against Seller (including each owner for jointly held property). Seller has no knowledge of any matter that might result in a judgement that may potentially affect Property.
- ☐ Seller has not filed for bankruptcy protection under United States law and is not contemplating doing so during the term of the Listing Agreement.
- ☐ Seller is only partly vested with ownership title, as checked below:
- ☐ Probate, other heirs
- ☐ Domestic Partners
- ☐ Corporation/LLC./Partnership
- ☐ Other, please explain _____

During the term of the Listing Agreement, should any change occur with respect to answers above, Seller shall immediately notify Broker and Sales Associate/Listing Agent, in writing, of such change.

23. SELLER FINANCING Seller ☐ does OR ☒ does not agree to offer Seller financing by providing a _____ Deed of Trust loan in the amount of \$ _____ with further terms to be negotiated.

24. CLOSING COSTS Fees for the preparation of the deed of conveyance, that portion of the settlement agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees, Grantor's Tax, and any other proper charges assessed to Seller will be paid by Seller unless provided otherwise in the sales contract.

25. IRS/FIRPTA Section 1445 of the Internal Revenue Service (IRS) Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information upon request.

Seller: _____/_____

In certain situations, the IRS requires a percentage (currently 10%) of the sales price to be withheld from Seller's proceeds if Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates.

Seller represents that Seller ☐ is OR ☒ is not, a foreign person for purposes of U.S. income taxation.

26. MISCELLANEOUS PROVISIONS

A. Seller Representations and Warranties. Seller is aware Seller may be responsible for failing to disclose information and/or misrepresenting the condition of Property. Seller warrants that:

Seller has capacity to convey good and marketable title to Property by general warranty deed and represents that Property is insurable by a license title insurance company with no additional risk premium.

- 1) Seller is not a party to a listing agreement with another broker for the sale, exchange or lease of Property.
- 2) No person or entity has a right to purchase, lease or acquire Property, by virtue of an option, right of first refusal or otherwise.
- 3) Seller ☐ is OR ☒ is not a licensed (active/inactive) real estate agent/broker.
- 4) Seller ☐ has OR ☒ has no knowledge of the existence, removal or abandonment of any underground storage tank on Property.
- 5) Property ☒ is OR ☐ is not tenant-occupied

B. Access to Property Seller shall provide keys to Broker for access to Property to facilitate Broker's duties under this Agreement. If Property is currently tenant-occupied, Seller shall provide Broker with any current lease documents and contact information for current tenant, and shall use best efforts to obtain the full cooperation of the tenants, in connection with showings and inspections of Property.

C. Seller Assumption of Risk

- 1) Seller retains full responsibility for Property, including all utilities, maintenance, physical security and liability until title to Property is transferred to Purchaser. Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Seller's own insurance company. Broker is not responsible for the security of Property or for inspecting Property on any periodic basis.
- 2) If the listed property has surveillance recording equipment the Seller must disclose the equipment by providing actual visual notice inside of the subject property. Said notice should be placed at an obvious entry point. It is illegal to record hidden camera video in areas where subjects have a reasonable expectation of privacy such as a bathroom etc.
- 3) If Property is or becomes vacant during the Listing Period, Seller is advised to notify Seller's home owner's insurance company and request a "Vacancy Clause" to cover Property.
- 4) In consideration of the use of Brokers services and facilities and of the facilities of any Multiple Listing Service, Seller and Seller's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any Multiple Listing Service and the Directors, Officers and employees thereof, including officials of any parent Association of REALTORS®, except for malfeasance on the part of such parties, from any liability to Seller for vandalism, theft or damage of any nature whatsoever to Property or its contents that occurs during the Listing Period.

Seller: _____/_____

Seller waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Property by any persons during the Listing Period.

- 5) Owner hereby waives, acquits and forever releases Broker, Broker's agent(s), multiple listing service, Association of REALTORS®, or any person(s) associated with or employed by the aforementioned person(s) organization(s) or entity(s), from any responsibility or liability concerning Brokers marketing activities, including, but not limited to the installation, use, and/or any loss as a result of a lockbox being installed on Owner's property.

There ☐ is OR ☒ is not a tenant lockbox authorization attached.

- D. Appropriate Professional Advice:** Broker can counsel on real estate matters, but if Seller desires legal advice, Seller is advised to seek legal counsel. Seller is advised further to seek appropriate professional advice concerning, but not limited to, property or tax and insurance matters.
- E. Subsequent Offers After Contract Acceptance:** After a Sales Contract has been ratified on Property, Broker recommends Seller obtain the advice of legal counsel prior to acceptance of any subsequent offer.
- F. Governing Law:** The laws of West Virginia shall govern the validity, interpretation and enforcement of this Agreement.
- G. Binding Agreement:** This Agreement will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions hereof will survive the sale of Property and will not be merged therein. This agreement, unless amended in writing by the parties, contains the final entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

27. FARMLAND PRESERVATION EASEMENT ☐ Sellers acknowledge that this property is encumbered by Farmland Preservation Easement.

28. WEST VIRGINIA WITHHOLDING TAX ☒ Sellers acknowledge that they are non-residents of West Virginia and subject to West Virginia withholding tax at settlement.

29. ADDITIONAL TERMS Seller to provide the Phase 1 Environmental and Plat, any other documents that may aid in selling the property

SELLER:

Signature **Westview Manor, LLC & Jennifer** Date

Signature Date

Broker/Authorized Representative Date
Chip Hensell

“LOCK BOX” ADDENDUM TO LISTING AGREEMENT

ADDRESS OF PROPERTY: 2685 Middleway Pike, Bunker Hill, WV 25413 DATE: _____

☐ Electronic ☐ Manual ☐ Both

1. The undersigned Owners recognize that it is both desirable and advantageous to them and may expedite the sale or rental of their property to have a key for their premises available in a convenient location on the property so that authorized real estate brokers and their agents may gain access for the purpose of showing the property to prospective Purchasers or renters and for authorized inspectors to access the property for the conduct of certain inspections to access the property inspections as may have been negotiated by the Owners and prospective Purchasers of the property. The “Lock Box” is a storage type device commonly used for on-premises storage of keys. Upon execution of the agreement, Owners authorize the Broker named below to place a “Lock Box” on Owner’s Property in which the key to Owner’s premises will be stored. Said “Lock Box” may be accessed either by a separate lock box key or by an electronic access card.
2. Owners acknowledge that there is a possibility that a person may use the “Lock Box” in an unauthorized manner, enter the premises and unlawfully remove personal property from or destroy or damage the premises or personal property located therein. Accordingly, Owners hereby agree as follows:
 - A. Owners acknowledge that they must take all necessary steps to safeguard and/or remove all valuables and other personal property now located in the premises.
 - B. Owners acknowledge that it is not a requirement of the Eastern Panhandle Board of REALTORS, Inc. or Broker that Owners allow the use of a “Lock Box.” Owners acknowledge that they have authorized the use of a “Lock Box” for the reason outlined in Paragraph 1 above.
 - C. If a Tenant occupies the Owner’s property where the “Lock Box” will be placed, Owner’s warrant that they have obtained the Tenant’s consent to the installation and use of a “Lock Box” and for the entry upon the property by persons authorized by Owners in accordance with Paragraph 4 of the Agreement.
 - D. Owner’s acknowledge that neither the listing Broker; and licensee(s) or subagent(s) of the listing Broker; Purchaser’s or Tenant’s agents; the Multiple Listing Service of the Eastern Panhandle Board of REALTORS, Inc.; nor the Eastern Panhandle Board of REALTORS, Inc., is an insurer against damage to or loss of Owner’s premises, personal property or valuables. Owners acknowledge that they have been advised of the need to verify the existence of insurance for personal property located within the premises or to obtain such insurance through Owner’s insurance agent.
3. Owners hereby authorize the Broker named below to place or cause to have a “Lock Box” placed on Owner’s property.
4. In connection with such authorization to place a “Lock Box” on Owner’s property, Owner further authorize:
 - A. Broker, licensees affiliated with or employed by Broker, and other authorized participants of the Multiple Listing Service of the Eastern Panhandle Board of REALTORS, Inc. and licensees affiliated with or employed by such participants, whether acting as agent(s) or Owners; prospective Purchaser(s) or tenant(s), to use the “Lock Box” for access to Owner’s property during the term of the Listing Agreement between Owner and Broker.
 - B. The use of the “Lock Box” for access to Owner’s property during the term of the Listing Agreement for the sole purpose of conducting home inspections, environmental inspections, appraisals, wood destroying insect’s inspection, and well and septic inspections in accordance with any written Contract of Sale entered into by Owners.

Seller: _____ / _____

5. In connection with such authorization to place a "Lock Box" on Owner's property, Owners further authorize: In consideration of the undertaking of the Broker named below to place or to cause a "Lock Box" to be placed on the property of Owners, Owners hereby covenant and agree to hold harmless and indemnify Broker, Broker's licensees and subagents; Purchaser's and Tenant's agents; the Multiple Listing Service of the Eastern Panhandle Board of REALTORS, Inc.; and their respective officers, directors, agents servants and employees (collectively, the "Indemnified parties"), of and from any and all liability, direct or indirect, for any loss, theft or damages to the Owner's property or personal property sustained by Owners or others (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence).

It is agreed by all parties hereto that all singular words or terms used in this Agreement shall be read as plural as may be necessary and all such plural usage will be read as singular as required.

Sellers hereby acknowledge the receipt of copy of this addendum.

Signature **Westview Manor, LLC & Jennifer** Date

Signature Date

Broker/Authorized Representative Date

Chip Hensell

TENANT(S): The Tenant(s) and Owner(s) have discussed the safeguarding and insuring, during the listing period, of personal property and valuables located within said premises. The undersigned Tenants have read and understand the above provisions and hereby authorize and consent to the placement and use of a "Lock Box" on the premises.

The receipt of a copy of the Addendum is hereby acknowledged by Tenant(s):

Signature Date

Signature Date

This form has been prepared for the sole use of the Eastern Panhandle Board of REALTORS, Inc. and its members. The Board and its members and employees assume no responsibility if this form fails to protect the interest of any party. Each party should secure their own legal, tax, financial or other advice.



A Guide To Agency Relationships

I. TYPES OF AGENCY

Seller/Lessor Agency: As a seller/lessor agent, the licensee and all licensees of the brokerage work exclusively for the seller/lessor and must act in the seller's/lessor's best interest. All confidential information relayed by the seller/lessor must be kept confidential except that a licensee must reveal known material defects about the property.

Buyer/Lessee Agency: As a buyer/lessee agent, the licensee and the licensee's brokerage work exclusively for the buyer/lessee and must act in the buyer's/lessee's best interest. All confidential information relayed by the buyer/lessee must be kept confidential except that a licensee must reveal known material defects about the property.

Dual Agency: Dual Agency arises when the same brokerage represents the Seller and the Buyer in the same transaction.

- a. **Disclosed Limited Dual Agency** - licensees acting as a disclosed limited dual agent requires that the licensee of the clients may not advocate for either or both clients but must remain neutral.
- b. **Disclosed Designated Dual Agency** - licensees acting as disclosed designated dual agents are designated by the Broker, one to represent only the interests of the Seller and one to represent only the interests of the Buyer. The broker is a disclosed dual agent.

Unrepresented Party (customer): From time to time in a real estate transaction a party will not be represented by a licensee, but will otherwise interact with a licensee. This party is known as an unrepresented party (customer) and a licensee owes an unrepresented party (customer) the duties of good faith and fair dealing. An unrepresented party (customer) is not a client or prospective client. If you elect to be an unrepresented party (customer) to a listing contract or purchase transaction, take the steps necessary to protect your best interests. If the other party is represented by a licensee, you may be at a disadvantage in the transaction due to the skill and experience of that licensee.

II. WORKING WITH REAL ESTATE TEAMS

Real Estate Teams: Teams are defined as a group of more than one licensee working together who are affiliated with the same principal broker, led by a team leader, and representing themselves to the public utilizing the same authorized alternate or assumed name to brand, advertise, and broker real estate. A team does not operate independently of the principal broker or agency law and must not represent themselves as a separate brokerage providing real estate brokerage services. Make sure you understand who specifically is representing you as a licensee if you choose to work with a team.





A Guide To Agency Relationships

III. EXPECTATIONS OF SERVICE

Customer level duties owed to either a seller/lessor or buyer/lessee when working with a real estate licensee are:

- Perform necessary and customary acts to assist you in the purchase or sale of property.
- Perform these acts with honesty, good faith, reasonable skill, and care.
- Properly account for money or property you place in the care and responsibility of the real estate brokerage.
- Disclose all material facts of which the licensee has knowledge.

Client level duties owed to either a seller/lessor or buyer/lessee when working with a real estate licensee are:

- Perform the terms of the written agreement.
- Exercise reasonable skill and care.
- Promote your best interests in good faith, honesty, and fair dealing.
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended.
- Properly account for money or property you place in the care and responsibility of the real estate brokerage.
- Assist you in negotiating an acceptable price and other terms and conditions for the transaction.
- Disclose all material facts of which the licensee has knowledge.
- Be available to receive and present written offers and counter-offers to you or from you.

Consumer Signature

Date

Consumer Signature

Date

Licensee Signature

Date

___ Check here if team names are attached.

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

<http://rec.wv.gov>

REVISED OCT 17th 2024

**EASTERN PANHANDLE BOARD OF REALTORS
ITEMS TO CONVEY/FINAL WALK-THROUGH INSPECTION**

Seller Westview Manor, LLC & Jennifer HavenMobile Home Park, LLC

Street Address 2685 Middleway Pike County Berkeley

City Bunker Hill, West Virginia, Zip 25413

Yes	# Items	Yes	# Items	Yes	# Items
<input type="checkbox"/>	___ Alarm System	<input type="checkbox"/>	___ Garage Opener	<input type="checkbox"/>	___ Storage Shed
<input type="checkbox"/>	___ Microwave	<input type="checkbox"/>	___ w/remote	<input type="checkbox"/>	___ Stove or Range
<input type="checkbox"/>	___ Ceiling Fan	<input type="checkbox"/>	___ Heating Stove	<input type="checkbox"/>	___ Wall Mount Brackets
<input type="checkbox"/>	___ Clothes Dryer		_____(Type)	<input type="checkbox"/>	___ Wall Oven
<input type="checkbox"/>	___ Clothes Washer	<input type="checkbox"/>	___ Hot Tub, Equip & Cover	<input type="checkbox"/>	___ Water Treatment System
<input type="checkbox"/>	___ Cooktop/Counter	<input type="checkbox"/>	___ Playground Equipment	<input type="checkbox"/>	___ Window A/C Unit
<input type="checkbox"/>	___ Dishwasher	<input type="checkbox"/>	___ Pool, Equip, & cover	<input type="checkbox"/>	___ Window Blinds/Shades/Hardware
<input type="checkbox"/>	___ Disposal	<input type="checkbox"/>	___ Refrigerator w/o ice maker	<input type="checkbox"/>	___ Window Treatments Installed
<input type="checkbox"/>	___ Freezer	<input type="checkbox"/>	___ Refrigerator w/ice maker		

A. Smart Devices _____

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

C. Other Items To Convey: _____

D. Items NOT listed DO NOT convey.

SELLER: _____ BUYER: _____

Signature Westview Manor, LLC & Jennifer HavenMobile Date _____ Signature _____ Date _____

Signature _____ Date _____ Signature _____ Date _____

FINAL WALK-THROUGH INSPECTION

Final Walk-Through Inspection made on _____.

Buyer has inspected the property and found it to be in accordance with the terms of the Contract. All items are in acceptable condition (see Residential Sales Contract #10), Exceptions are noted below.

- ☐ Seller to credit the Buyer \$_____.
☐ 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 Buyer above.

SELLER: _____ BUYER: _____

Signature Westview Manor, LLC & Jennifer HavenMobile Date _____ Signature _____ Date _____

Signature _____ Date _____ Signature _____ Date _____

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:

C.W. "Chip" Hensell III (printed name of licensee), affiliated with
Hensell Realty Co (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.

Seller/Lessor	Westview Manor, LLC & Jennifer Haven	Mobile Home	Date	Buyer/Lessee	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 _____ Date _____

C.W. "Chip" Hensell III

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

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

For the sale of Property at: 2685 Middleway Pike, Bunker Hill, WV 25413

SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed): Unknown

____ Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.)
____ Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
____ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

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.

II. Seller Disclosure (each Seller complete items 'a' and 'b' below)

- (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.

III. Purchaser Acknowledgment (each Purchaser/Tenant initial and complete items c, d, e, and f below)

- c. _____ Purchaser has read the Lead Warning Statement above.
- d. _____ Purchaser has received copies of all information listed above. _____ (If none listed, initial here.)
- e. _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- f. Purchaser has (each Purchaser initial (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.
(ii) _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards

IV. Agent's Acknowledgment (initial item 'g' below)

g. _____ Listing and Selling Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Seller and the Purchaser of their obligation under this law as evidenced by the Seller and the Purchaser having completed this form.

V. 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.

Seller _____ Date _____
Westview Manor, LLC & Jennifer

Purchaser _____ Date _____

Seller _____ Date _____

Purchaser _____ Date _____

Agent _____ Date _____

Agent _____ Date _____

Chip Hensell

EPBR Lead Paint 8/2017

West Virginia
VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT
(This is not a warranty of the property condition)

Property Address 2685 Middleway Pike, Bunker Hill, WV 25413

Legal Description _____

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? _____
2. How long have you owned the property? _____
3. Dates lived in the property. _____

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

Water Supply ☐ Public ☐ Well ☐ Other _____

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

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: _____ ☐ 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? _____

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.

Seller Westview Manor, LLC & Jennifer Haven Mobile Home Park,

Date

Seller

Date

Purchaser

Date

Purchaser

Date

DISCLAIMER

NOTICE TO SELLER: 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 VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned Seller 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.

The Seller has actual knowledge of the following latent defects:_____

Seller Westview Manor, LLC & Jennifer HavenMobile Home

_____Date

Seller

Date

The purchaser acknowledges receipt of this Disclosure/Disclaimer Document.

Purchaser

Date

Purchaser

Date

West Virginia
VOLUNTARY LAND PROPERTY DISCLOSURE STATEMENT

(This is not a warranty of the property condition.)

Seller Westview Manor, LLC & Jennifer HavenMobile Home Park, LLC

Property Address 2685 Middleway Pike, Bunker Hill, WV 25413

Legal Description _____

NOTICE TO PURCHASER: The information provided is the representation of the Sellers to the best of their knowledge as of the date noted.

SELLER: How long have you owned the property? _____

Property Systems:

Please indicate to the best of your knowledge with respect to the following:

1. Sewage System:

- | | |
|--|--|
| <input type="checkbox"/> Public | <input type="checkbox"/> Needs hookup |
| <input type="checkbox"/> Community | <input type="checkbox"/> Needs hookup |
| <input type="checkbox"/> Septic | <input type="checkbox"/> Needs to be installed |
| <input type="checkbox"/> Septic System approved for _____ (#) BR | <input type="checkbox"/> Perc |

Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☐ N/A

When was the system last pumped? Date: _____ ☐ Unknown

Comments: _____

2. Water System:

- | | |
|------------------------------------|--|
| <input type="checkbox"/> Public | <input type="checkbox"/> Needs hookup |
| <input type="checkbox"/> Community | <input type="checkbox"/> Needs hookup |
| <input type="checkbox"/> Well | <input type="checkbox"/> Needs to be drilled |

Comments: _____

3. Exterior Drainage: Does water stand on the property for more than 24 hours after heavy rain?

☐ Yes ☐ No ☐ Unknown ☐ N/A

Any treatments or repairs?

☐ Yes ☐ No ☐ Unknown

Any warranties?

☐ Yes ☐ No ☐ Unknown

Comments: _____

4. 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 _____

Initials Seller: _____ / _____ Purchaser: _____ / _____

Are you aware of any environmental concerns such as oil sheens in wet areas or discoloration of soil? ☐ Yes ☐ No ☐ Unknown ☐ N/A

If yes, please describe _____

5. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easements, right of way, except for utilities, on or affecting the property? ☐ Yes ☐ No ☐ Unknown ☐ N/A

If yes, please specify _____

6. 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: _____

7. 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: _____

8. Is the property subject to any restrictions imposed by a Homeowners Association, community association or any deed restrictions? ☐ Yes ☐ No ☐ Unknown ☐ N/A

Comments: _____

9. Any common area (co-owned in undivided interest with others), that you share, such as a pool, water access, water frontage, tennis courts, etc.? ☐ Yes ☐ No ☐ Unknown ☐ N/A

Comments: _____

10. Please provide the following?

Plat of the property	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Copy of the Deed	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Copy of septic permits	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Covenants and Restrictions	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Comments: _____

11. Are there any other material defects, including latent defects, affecting the physical condition of the property? ☐ Yes ☐ No ☐ Unknown ☐ N/A

Comments: _____

Initials Seller: _____ / _____ Purchaser: _____ / _____

SELLER:

PURCHASER:

Signature Date
Westview Manor, LLC & Jennifer HavenMobile Home Park, LLC

Signature Date

Signature Date

Signature Date

DISCLAIMER

NOTICE TO SELLER: 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 VOLUNTARY LAND PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned Seller of the real property makes 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.

The Seller has actual knowledge of the following latent defects: _____

SELLER:

Signature Date
Westview Manor, LLC & Jennifer HavenMobile Home Park, LLC

Signature Date

The purchaser acknowledges receipt of this Disclosure/Disclaimer Document.

PURCHASER:

Signature Date

Signature Date