

MLS:	104845	ResidentialProperty	Status:	Active
List Price:	\$94,900		County:	Kanawha
Rooms:	5	Bedrooms: 3 / Baths Total: 1.00	Lot Size:	Lot 64x104
8228 Elk River Roa		Clendenin	WV 25045	

Yr Built: 1931
 Style:
 Levels No.:
 Zoning:
 Subdivision:
 School District:
 High School:
 Elem School:
 Middle School:
 Tax ID:
 Tax Year: 2024
 Taxes: \$505
 Acres-Total:
 Det Dwelling:
 Fireplace #:
 Baths Full:
 Baths - No Tub:
 Baths Partial:
 Waterfront:
 Tax Exemption:
 Exterior:
 Heat:
 Cooling:
 Elec Supplier:
 Water:
 Water Heater:
 Basement:
 Driveway Type:
 Lead Paint Discl: Yes
 Condo Fees \$:
 Fee Per:
 Room Addition: No
 Mobile Model:
 Model Year:



[Photos](#) [Docs](#) [Maps](#)

SF Lv1AbvGr:
 SF Lv2AbvGr:
 SF Lv3AbvGr:
 Tot SF Apx AbvGr: 1,076
 SF FinBelGr:
 SF UnFinBelGr:
 Tot SF Apx BelGr:
 Prop Type:
 Sewer:
 Garage:
 Possession:
 Contingencies:
 Var Rate Com:
 Excl Agency:
 Agent Owned: No
 Vehicle No:
 Mobile Make:

Appliances:
 Features:

Property Description:
Here is your affordable home on the Elk River. Located in the quaint town of Clendenin, it is within walking distance to restaurants, craft breweries, and unique shopping. This newly remodeled home features an all new kitchen and bath. New paint and floor coverings. A Florida room for gazing out onto this lazy river, or go outside
 Directions:

Head south on US-119 S/ Black Walnut Avenue/Capitol Street toward Maple Street 28.5 miles,

Legal Description:
 LT 64x104 SURF N S Elk River US RT 119 on the waters of Elk River, Clendenin Corp, Kanawha County, West

Room Name	Lvl	Dimensions	Flooring	W.T.
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Prepared for you by:
 ~ Office ~
Old Fences Realty, Inc.
 ~ Office Address ~
 820 Capitol St
 Spencer, WV
 ~ Agent ~
David "Mike" Greenlee

~ Phone ~
(304)377-3758
 ~ Email ~
mike@callgreenlee.com
 ~ Website ~

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 copies of all contracts.

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

(printed name of agent) David M. Greenlee affiliated with

(firm name) Old Fences Realty is acting as agent of:

 The Seller, as listing agent or subagent. The Buyer, as the buyer's agent.

 Both Seller and Buyer, with the full knowledge and 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.

Harry Deak 7-11-24
Seller Date

Buyer Date

Stephanie Deak 7-11-24
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.

WV Real Estate Commission
300 Capitol Street, Suite 400
Charleston, WV 25301
304.558.3555

Agent's Signature [Signature]

Date 07/11/24

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



SELLER'S PROPERTY CONDITION DISCLOSURE

Please INITIAL each box.

Property Address:

8228 FLK RIVER ROAD NORTH CLEMENS WV

Date:

07/11/24

APPLIANCES

	None	working	Not working	Unknown
Clothes Dryer				
Clothes Washer				
Dishwasher				
Disposal				
Oven/Range				
Range Hood				
Microwave Oven				
Refrigerator				
Ice Maker				
Freezer				
Gas Grill				
Satellite System				
Window A/C				
Trash Compactor				
Mounted Appliances				

AS-IS

ROOF

	Age	years	Yes	No	Unknown
Does roof leak?					
Is there present damage?					
Is roof under warranty?					
Is Warranty transferable?					
Expiration date of warranty:					

HAZARDOUS CONDITIONS

Are there current hazardous conditions on the property?				
Methane gas				
Lead paint				
Radon gas (house or well)				
Radioactive material				
Landfill				
Mineshaft				
Expansive soil				
Urea formaldehyde insulation				
Toxic materials				
Asbestos insulation				

AS-IS

ELECTRICAL SYSTEM

	none	working	Not working	Unknown
Air Purifier				
Security System				
Ceiling fan(s)				
Garage Door opener(s)				
Smoke Alarm(s)				
Intercom				
200 Amp Service				
Circuit Breakers				
Fuses				
Switches & Outlet				
Light Fixtures				
Vent Fan(s)				
Interior Tele. Wiring				
Sauna				

AS-IS

Are the improvements connected to:

Public water system?				
Private water system?				
Public sewer system?				
Private sewer system?				
A. Do structures have aluminum wiring?				
B. Are trees/shrubs dead or diseased?				
C. Are there any encroachments?				
D. Are there any violations of zoning, building codes or restrictive covenants?				
E. Have you received notice from any governmental agency affecting the property?				
F. Are there any structural problems?				
G. Have there been any substantial additions or alterations made?				
H. Has there ever been moisture or water problems in basement or crawl space?				
I. Is there any damage due to wind, fire, pests or animals?				
J. When was fireplace/wd.burner/ Stove/chimney last cleaned?				
K. Has flooding occurred on property?				
L. Has water ever been inside any structures on property?				
M. Has flood occurred on access roads?				

AS-IS

HEATING/COOLING SYSTEMS

	none	working	Not working	Unknown
Attic Fan				
Central Air Cond.				
Evaporative Cooler				
Gas Fireplace				
Wood burning Fireplace				
Fireplace Insert				
Wood burning Stove				
Forced Air Electric				
Forced Air Gas Furn.				
Humidifier				
Floor Furnace				
Heat Pump				
Baseboard Elec.				
Solar Heat				
Propane Tank				
Power Roof Fan				

AS-IS

Comments:

Selling it in "As Is" condition.

Seller and Purchaser both understand that Old Fences Realty, Inc. in no way warrants inspection reports and/or home protection plans may be purchased. The information contained in this disclosure has been provided by the seller, who certifies to the truth thereof based upon the seller's current actual knowledge, but is no warranty.

<input checked="" type="checkbox"/>	Stephanie Deek
Seller	
<input type="checkbox"/>	Harry Deek
Seller	
<input type="checkbox"/>	
Purchaser	
<input type="checkbox"/>	
Purchaser	

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

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) XX 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) XX 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) X Purchaser has received copies of all information listed above.

(d) X 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) X _____ 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) JMD Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) 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.

<u>Stephanie Dell</u> Seller	<u>7-11-24</u> Date	<u>Harry Dell</u> Seller	<u>7-11-24</u> Date
<u>[Signature]</u> Purchaser	<u>[Signature]</u> Date	<u>[Signature]</u> Purchaser	<u>[Signature]</u> Date
<u>[Signature]</u> Agent	<u>07/11/24</u> Date	<u>[Signature]</u> Agent	<u>[Signature]</u> Date