



Charleston Board of Zoning Appeals

AGENDA

8:30 a.m., Thursday, November 13, 2025

City Service Center Conference Room · 915 Quarrier Street

I. Items for Review

VAR-25-3057

Application of James Richards requesting a variance of front setback requirements in order to construct a carport on the property located at **1061 Circle Rd.**

VAR-25-3058

Application of Royal Realm Landscaping, LLC requesting a variance of the front setback requirements in order to expand the front porch on the property located at **417 Woodbridge Dr.**

II. Approval of minutes for the July 10 and August 28, 2025 hearings.



Board of Zoning Appeals
Application for Variance

BZA # VAR-25-3057

Hearing Date: 11/13/25

Applicant Information	Property Information
Name: <u>FREDA PAINTER & JAMES RICHARDS</u>	Address: <u>1061 CIRCLE RD / 25314</u>
Address: <u>1061 CIRCLE RD / 25314</u>	Tax Map and Parcel: <u>20-14-0005-6040-0000/0003</u>
Phone: <u>304 542 8222</u>	Zoning District:
Agent Name, Address and Phone Number: (if other than applicant)	Property Owner and Mailing Address: (if other than applicant) <u>SAME AS APPLICANT</u>

INSTRUCTIONS: This application must be typed or legibly printed and filed with the Planning Department in person or by mail to 915 Quarrier Street, Suite 1 Charleston, WV 25301. The following items must accompany this application:

1. a site plan drawn to scale;
- * 2. a list of the owners, with their mailing addresses, of the properties within a 100 foot radius of the property for which the variance is being sought; and * ATTACHED
3. \$125.00 filing fee in the form of cash, personal check or money order made payable to the City of Charleston.

You are also encouraged to submit any additional information, including photographs, elevations, testimonials or other documentation which may support your application. You or your representative must be present at the scheduled public hearing in order to present your request and answer questions.
THE PLANNING DEPARTMENT WILL NOT ACCEPT INCOMPLETE APPLICATIONS.

A variance is a method by which a property owner receives permission to vary from the development standards established in the Zoning Ordinance governing such matters as building location, building dimensions, setback requirements, placement and quantity of parking, landscaping, signage, and other features included in site design. **Please describe your variance request.** SETBACK

Applicable Section(s) of the Zoning Ordinance _____

Please describe the proposed work to be done on the property. ADD CARPORT ON EXISTING DRIVEWAY, NEXT TO OUTBUILDING BUILT UNDER A SETBACK PLACEMENT VARIANCE

Jazzrich1@gmail.com

IMPORTANT: According to Section 8A of the Code of the State of West Virginia and Section 29-040 of the City of Charleston's Zoning Ordinance, the Board of Zoning Appeals may grant a variance if and only if **ALL** of the following four criteria can be satisfied:

- 1.) The variance, if granted, will not adversely affect the public health, safety and welfare or the rights of adjacent property owners or residents; and,
- 2.) The variance arises from special conditions or attributes which pertain to the property for which a variance is being sought and which were not created by the person or entity seeking the variance; and,
- 3.) The variance, if granted, would eliminate an unnecessary hardship and permit a reasonable use of the land; and,
- 4.) The variance, if granted, will allow the intent of the Zoning Ordinance to be observed and substantial justice done.

1.) If granted, your variance must not adversely affect the public health, safety and welfare or the rights of adjacent property owners or residents. For example, public safety cannot be compromised by limiting access for emergency vehicles, and neighboring property owners must not be hindered in the use their properties in any manner permitted in the Zoning Ordinance. If your variance request is granted, how will others in the area be affected? IT WILL BE ATTRACTIVE, AND IN NO WAY DETRACT FROM THE EXISTING AESTHETIC.

2.) Your request must arise from special conditions or attributes which pertain to the subject property and which you did not create. The size, shape and topography of your lot are examples of the physical conditions which may satisfy this criterion. In comparison with other properties in the vicinity and under the same zoning regulations, what is unusual or different about the subject property? NOTHING WE ARE AWARE OF.

3.) **An unnecessary hardship is neither personal nor financial in nature.** In this application, an unnecessary hardship is a problem created by some feature of the land which prevents the owner from making reasonable use of the property as permitted by the Zoning Ordinance. The following three questions help to determine if there is an unnecessary hardship with regard to your property.

Without a variance, are you deprived of all beneficial use of your land? YES

Is your situation due to unique circumstances that are not shared by other land in the district? NO

Would approval of your variance request alter the essential character of the surrounding neighborhood or community? NOT AT ALL.

4.) The general purpose and intent of the Zoning Ordinance of the City of Charleston is to protect and promote the public health, safety, convenience, morals and general welfare. For more specific information in regard to the scope and intent of the Zoning Ordinance, please see Section 1-020 as well as the section from which you are requesting this variance. Will approval of the variance allow the intent of the Zoning Ordinance to be observed?

YES, ABSOLUTELY.

Substantial justice is the idea that a standard of fairness has been satisfied according to the substance of the law. Does your variance request represent the least deviation from the Zoning Ordinance necessary to achieve an outcome that is fair to both you and to your community? YES

I hereby affirm that all of the statements and information contained in or filed with this application are true and correct to the best of my knowledge.

James A Richards #

Signature

9/17/2025

Date

Planning Department Use Only	
The following is a list of related cases:	
The following is a list of zoning ordinance violations, building code violations and enforcement actions relating to the subject property:	
Application reviewed by:	
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Rejected	
If approved, were there any specific conditions or limitations imposed by the BZA?	
Planning Official Signature and Title	Date

1061 CIRCLE RD CARPORT PROJECT

CIRCLE ROAD

SEPARATION
POOL HOUSE - CARPORT
18"

POOL (EXISTING)
HOUSE

PROPOSED
CARPORT

EXISTING CONCRETE
DRIVEWAY

62'
centerline of
driveway

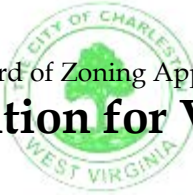
POOL

32'

10'

25'

11'



Board of Zoning Appeals
Application for Variance

BZA # _____

Hearing Date: _____

Table with 2 columns: Applicant Information and Property Information. Rows include Name, Address, Phone, and Agent Name/Address/Phone Number.

INSTRUCTIONS: This application must be typed or legibly printed and filed with the Planning Department in person or by mail to 915 Quarrier Street, Suite 1 Charleston, WV 25301.

- 1. a site plan drawn to scale;
2. a list of the owners, with their mailing addresses, of the properties within a 100 foot radius of the property for which the variance is being sought; and
3. \$125.00 filing fee in the form of cash, personal check or money order made payable to the City of Charleston.

You are also encouraged to submit any additional information, including photographs, elevations, testimonials or other documentation which may support your application. You or your representative must be present at the scheduled public hearing in order to present your request and answer questions.

THE PLANNING DEPARTMENT WILL NOT ACCEPT INCOMPLETE APPLICATIONS.

A variance is a method by which a property owner receives permission to vary from the development standards established in the Zoning Ordinance governing such matters as building location, building dimensions, setback requirements, placement and quantity of parking, landscaping, signage, and other features included in site design. Please describe your variance request.

The variance request would be in relation to the property line setback, we are requesting an additional 5' 4.5" set back for the porch extension
The remaining area for setback would be 14' 7.5", as the majority of the area exceeding the current setback would still be flat surface

Applicable Section(s) of the Zoning Ordinance Sec 5-030 (A)

Please describe the proposed work to be done on the property.

The proposed work to be done on this property is as follows new concrete porch extension 10' 4.5" x 9', with new porch awning with shingled roofing installtion 124.5 " in height at the peak. See attached sketch for more information in relation to the work.

IMPORTANT: According to Section 8A of the Code of the State of West Virginia and Section 29-040 of the City of Charleston's Zoning Ordinance, the Board of Zoning Appeals may grant a variance if and only if **ALL** of the following four criteria can be satisfied:

- 1.) The variance, if granted, will not adversely affect the public health, safety and welfare or the rights of adjacent property owners or residents; and,
- 2.) The variance arises from special conditions or attributes which pertain to the property for which a variance is being sought and which were not created by the person or entity seeking the variance; and,
- 3.) The variance, if granted, would eliminate an unnecessary hardship and permit a reasonable use of the land; and,
- 4.) The variance, if granted, will allow the intent of the Zoning Ordinance to be observed and substantial justice done.

1.) If granted, your variance must not adversely affect the public health, safety and welfare or the rights of adjacent property owners or residents. For example, public safety cannot be compromised by limiting access for emergency vehicles, and neighboring property owners must not be hindered in the use their properties in any manner permitted in the Zoning Ordinance. If your variance request is granted, how will others in the area be affected? In relation to the effect of others the adjacent neighbors of our clients property would not be negativley effected as the accesability of their property is not perceived to be effected in any direct or indrect way by the proposed work. The work allows for 14' 7.5" of natural landscape.

2.) Your request must arise from special conditions or attributes which pertain to the subject property and which you did not create. The size, shape and topography of your lot are examples of the physical conditions which may satisfy this criterion. In comparison with other properties in the vicinity and under the same zoning regulations, what is unusual or different about the subject property? the front yard has a noticeable slope and limited depth, which directly impacts the feasible placement of a front porch extension while maintaining compliance with the required setback. Unlike neighboring lots, which may have flatter or deeper front yards, the combination of the subject property's slanted grade and compact frontage constitutes a special condition that was not self-imposed and materially limits the full and beneficial use of the property.

3.) **An unnecessary hardship is neither personal nor financial in nature.** In this application, an unnecessary hardship is a problem created by some feature of the land which prevents the owner from making reasonable use of the property as permitted by the Zoning Ordinance. The following three questions help to determine if there is an unnecessary hardship with regard to your property.

Without a variance, are you deprived of all beneficial use of your land? Because of the slope, there is little to no flat surface in the front yard for a traditional porch extension. Without a variance, the usable buildable area is restricted, depriving the property owner of the ability to add a common residential improvement that other, more level lots can accommodate without issue.

Is your situation due to unique circumstances that are not shared by other land in the district? Many homes in the district may be impacted by the grade of the front lot of their property although only one other home in the immediate vicinity is effected to the degree our client is, this being the 414 Woodbridge Drive property.

Would approval of your variance request alter the essential character of the surrounding neighborhood or community? The approval of the variance request would allow the neighborhood to increae the property values of each property

as the current structures limit the usage of the front porch space of each property. In relation to the sloping of many of the properties on the road this also allows for a better full use of the property.

4.) The general purpose and intent of the Zoning Ordinance of the City of Charleston is to protect and promote the public health, safety, convenience, morals and general welfare. For more specific information in regard to the scope and intent of the Zoning Ordinance, please see Section 1-020 as well as the section from which you are requesting this variance. Will approval of the variance allow the intent of the Zoning Ordinance to be observed? In respect to the requested variance with the additional setback the majority of the area would still be flat and structurally sound we feel this would not jeopardize the safety of the local area.

Substantial justice is the idea that a standard of fairness has been satisfied according to the substance of the law. Does your variance request represent the least deviation from the Zoning Ordinance necessary to achieve an outcome that is fair to both you and to your community? Considering the factors of the request we feel that this variance request would be the least deviated effort to achieve a fair outcome to our client and their community.

I hereby affirm that all of the statements and information contained in or filed with this application are true and correct to the best of my knowledge.

10/29/25
Dustin Morey, 10/29/2025 06:45 PM UTC
Signature

10/29/25
Dustin Morey, 10/29/2025 06:45 PM UTC
Date

Planning Department Use Only	
The following is a list of related cases:	
The following is a list of zoning ordinance violations, building code violations and enforcement actions relating to the subject property:	
Application reviewed by:	
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Rejected	
If approved, were there any specific conditions or limitations imposed by the BZA?	
Planning Official Signature and Title	Date



RESIDENTIAL BUILDING PERMIT (RBP-1)

for Construction Activity within the City of Charleston, West Virginia
(304) 348-6833 – (304)348-6836 fax



REQUEST FOR A PERMIT TO DO REPAIRS, REMODELING, NEW CONSTRUCTION, OR DEMOLITION

APPLICANT INFORMATION

Property Owner Name: Shawn Groves		Phone No: 681.317.9030
Property Owner Address: 417 Woodbridge Drive		
City, State, ZIP: Charleston WV 25311	Cell Phone No: 681.317.9030	E-Mail Address: sgrov@hotmail.com
Contractor or Representative Name: Royal Realm Landscaping LLC	Phone No: 681.222.0021	WV Contractor's License No. WV064365
Contractor Address: 232 Capitol St Ste 29		Charleston Registration No. 34829
City, State, ZIP: Charleston WV 25301-2234	Cell Phone No: 681.222.0021	E-Mail Address: royal.realm.landscaping@gmail.com

PROJECT INFORMATION

Project Location: 417 Woodbridge Drive	Estimated Starting Date: 9/4/2025
Kanawha County Tax Map and Parcel No. (From Tax Ticket): 66A 0013 0000 0000	

TYPE OF CONSTRUCTION (as defined by the WV State Code (IRC 2009. 1 & 2 Family Dwellings))

<input checked="" type="checkbox"/> Residential							
<input checked="" type="checkbox"/> Single Family				<input type="checkbox"/> Multi-Family			
<input type="checkbox"/> Renovation	<input checked="" type="checkbox"/> New const.	<input type="checkbox"/> Demolition	<input type="checkbox"/> Excavation	<input type="checkbox"/> Renovation	<input type="checkbox"/> New const.	<input type="checkbox"/> Demolition	<input type="checkbox"/> Excavation
<input type="checkbox"/> Interior	<input checked="" type="checkbox"/> Exterior	<input type="checkbox"/> Addition		<input type="checkbox"/> Interior	<input type="checkbox"/> Exterior	<input type="checkbox"/> Addition	

Description of work to be performed: Install new porch, concrete pad, porch awning, mailbox with veneer stone finish

Total Estimated Cost (all labor & materials) \$ <u>31,237.00</u> <small>(Attach copy of contract between Owner and Contractor for all Projects valued at \$10,000.00 or more)</small>	Permit Fee \$ <u>140.50</u>
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LAND DISTURBANCE ACTIVITY INFORMATION

Estimated Project Duration: 2 Weeks	Tentative Start Date: 9/4/2025	
Estimated Area to be Disturbed (sq. ft.): 117 sq ft	Estimated Additional Impervious Area to be added (sq. ft.): 117 sq ft	Estimated distance to and name of nearest water body or watershed (ft): Elk Two Mile Creek 1,900.80 ft
Is disturbance within 100 year Flood Plain? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (if yes, Submit Elevation Certificate)	Disturb Riparian Area (vegetative area 25 feet from stream, creek, or river): Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (if yes, submit plan for approval)	
Is Erosion and Sediment Control Plan attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

STORMWATER DIVERSION (If applicable)

Location of Diversion (street address): 	
Provide detailed information on type of diversion _____ _____	
Will the Diversion be: <input type="checkbox"/> temporary <input type="checkbox"/> permanent	Water Diverted by: <input type="checkbox"/> open ditch/ channel <input type="checkbox"/> installation of pipe



RESIDENTIAL BUILDING PERMIT (RBP-1)

for Construction Activity within the City of Charleston, West Virginia
(304) 348-6833 – (304)348-6836 fax



ITEMS REQUIRED WITH APPLICATIONS:

1. (2) Sets of construction plans, 2. (2) Site Plans showing location of proposed structure or excavation on lot, distances from all lot lines, location of any existing structures on lot, proposed parking locations, location on purposed sanitary sewer tap, plan for stormwater discharges, and/or diverting water by installing underground pipe, constructing ditches or swells to channel water to a new location, 3. Kanawha County Tax Map and Parcel Number, 4. Zoning permit form the Municipal Planning Commission, 5. Determination of Floodway/Flood Plain Designation, 6. List of all contractors and sub-contractors.

Signature:

Dustin Morey

Dustin Morey, 08/30/2025 03:45 PM EDT

Date:

8/30/2025

PROJECT SITE OWNER RESPONSIBILITY STATEMENT

The owner of this building and the undersigned, do hereby covenant & agree to comply with all the laws of the State of West Virginia and the ordinances of the City of Charleston pertaining to the building, and to construct the proposed renovation, repair, or remodeling in accordance with the plans and specifications submitted herewith, and in accordance with the building codes, and certify that the information and statements given on this application, drawings and specifications are to the best of their knowledge true an correct. According to West Virginia Legislative Rules, Division of Health, Title 64, Series 63, 1998, Article 10.1.a. it is the responsibility of the Owner to ensure that "Each building or other man-made structure he or she owns is inspected for the presences of asbestos by a licensed asbestos inspector prior to any renovation or demolition activates". The owner of this building and undersigned, do Hereby covenant and agree to comply with all the laws of the State of West Virginia and the ordinances of the City of Charleston pertaining to the building, and to construct proposed renovations, repairs or remodeling in accordance with the plans and specifications submitted herewith, and in accordance with building codes, and certify that the information and statements given on the applications, drawings and specifications are to the best of their knowledge true an correct.

APPLICABILITY: Pursuant to Division II of Article VIII, Chapter 102 of the City of Charleston City Code no person shall alter land or engage in any activity which causes or contributes to stormwater runoff discharge, without first having obtained a Building Permit with Land Disturbance Activity Approval for proposed activities, or which will be affected by such activity. The owner will be required to obtain such permit prior to undertaking any action. This requirement shall apply to any activity that will disturb or impact a land area greater than 5,000 cumulative square feet or increases impervious area by 1,000 square feet or greater, unless specifically exempted by the ordinance.

CITY OF CHARLESTON
BUILDING DEPARTMENT

PLEASE INCLUDE A SELF-ADDRESSED, STAMPED ENVELOPE FOR MAIL OR FAX PERMITS

REQUEST FOR A PERMIT TO DO REPAIRS AND REMODELING

PROJECT ADDRESS: 417 Woodbridge Drive Charleston WV 25311

OWNER'S NAME: Shawn Groves

OWNER'S ADDRESS: 417 Woodbridge Drive Charleston WV 25311 PHONE: 681.317.9030

CONTRACTOR'S NAME: Royal Realm Landscaping LLC

CONTRACTOR'S ADDRESS: 232 Capitol St Ste 29 Charleston WV 25301-2234

CITY CONTRACTOR'S REGISTRATION NO: 34820 PHONE: 681.222.0021

DESCRIPTION OF WORK TO BE PERFORMED: _____

Install new porch, concrete pad, porch awning, mailbox with veneer stone finish

TOTAL ESTIMATED COST (ALL LABOR & MATERIALS) \$31,237.00 PERMIT FEE \$ 140.50

The owner of this building and the undersigned, do hereby covenant and agree to comply with all the laws of the State of West Virginia and the ordinances of the City of Charleston pertaining to the building, and to construct the proposed renovations, repairs, and remodeling in accordance with the plans and specifications submitted herewith, and in accordance with the building codes, and certify that the information and statements given on this application, drawings and specifications are to the best of their knowledge true and correct.

According to the West Virginia Legislative Rules, Division of Health, Title 64, Series 63, Article 10.1.a. it is the responsibility of the Owner to ensure that "Each building or other man-made structure he or she owns is inspected for the presence of asbestos by a licensed asbestos inspector prior to any renovation or demolition activities". The owner of this building and undersigned, do hereby covenant and agree to comply with all the laws of the State of West Virginia and the ordinances of the City of Charleston pertaining to the building, and to construct proposed renovations, repairs, or remodeling in accordance with the plans and specifications submitted herewith, and in accordance with building codes, and certify that the information and statements given on the application, drawings, and specification are to the best of the knowledge true and correct.

Dustin Morey

-Dustin Morey, 08/30/2025 02:45 PM UTC
Signature

8/30/2025

Date

House
417 Woodbridge
Drive
Charleston WV
25311

New Porch
Extension
10'4.5" x 9'

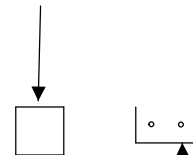


Footing details:

12" wide x 12" wide
18" deep concrete
footing under (2)
Corner posts

18" wide x 12" deep
continuous perimeter
footing around edges of

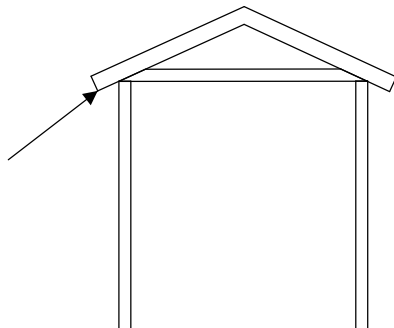
25" x 25" Stone Mail
Box
Remove existing and
install new



Footing details:

12" wide x 12" wide
18" deep concrete
footing

Gable Roof
6x6 Posts
2x6 Rafters
124.5" Height
Shingle Roof



eSignature - Certificate of Completion

Document id: **LN5MC4C6**
Signatures: **2**
Initials: **0**
Requested by: **Robert Baugh (eric@autreytoler.com)**
Requestor IP address: **50.110.111.25**
Time zone: **UTC**
Document pages: **4**

Signers

Signer:	Dustin Morey royal.realm.landscaping@gmail.com	Signature Dustin Morey <i>Dustin Morey</i>
IP address:	107.127.0.120	
User id:	LTN6JKKLQ	
Timestamp:	Sent - 08/30/2025 03:38 PM Opened - 08/30/2025 03:43 PM Signed - 08/30/2025 03:45 PM	



Project Agreement Form

This Agreement is entered into on this 31 day of July, 2025, by and between:

Contractor: Royal Realm Landscaping

& Client Name: Shawn & Jessica Groves

Scope Of Work:

-Demolition of existing concrete patio and brick mailbox.

-Removal and disposal of all debris off-site.

-Installation of new concrete porch (approximately 117 SF), properly graded and finished.

-Construction of roof structure over the new porch with 6"x6" posts, including asphalt shingles to match existing residence and 3' siding finish.

-Installation of hand railing on one side of the porch for safety and code compliance.

-Application of Shawnee Dry Stack veneer stone on the porch face, posts, and mailbox structure for a finished appearance.

See estimate for more details to scope of work

*****Royal Realm Landscaping is responsible for supplying all materials that are included in the estimated cost to complete the project. *****

Location Of Project: 417 Woodbridge Drive Charleston, WV 25311

Projected Start Date: Within 4 Weeks of above date

Total Cost Of Project: \$31,237.00

PAYMENT PLAN

- **Deposit:** 25% of the total cost is due to hold the place for the project.
- **Construction Start:** 25% of the total cost is due when construction begins.
- **75% Completion:** 25% of the total cost is due when the project reaches 75% completion.
- **Project Completion:** The final 25% of the total cost is due upon project completion.

Advance Project Payment Terms

For projects scheduled in advance, a 10% deposit is required to secure the project. The remaining 15% will be due within 10 days of the construction start date.

- **Material Orders:** Royal Realm Landscaping will order 10% extra of all materials measured in square feet. Any leftover materials will remain the property of Royal Realm Landscaping and may be taken back.
- **Change Orders:** Any modifications or additions to the original scope of work will be considered a Change Order.

All Change Orders must be requested in writing by the client and approved by Royal Realm Landscaping before any additional work begins. A detailed estimate, including any additional costs or time required, will be provided for approval.

Once approved, the client is responsible for covering all costs associated with the Change Order, and payment will be due before work commences. Any approved changes may also impact the project timeline, and the client agrees to adjust the schedule accordingly.

All change orders requested after the project has begun must be signed for on Change Order Form and paid in full before any further work is completed.

- **Non-Refundable Deposit:** The 10% deposit is non-refundable, except in the case where an HOA, city, or other required permit or approval is denied for the project.
- **Cancellation Policy:** Once work has commenced, the contract cannot be canceled without written consent from Royal Realm Landscaping. All outstanding balances will remain due.
- **Card Transaction Fees**

The client acknowledges that any payments made via credit card will incur an additional **3% convenience fee**. This fee will be applied to the total amount charged to the card and is the responsibility of the client to cover in addition to the original project cost. In the event of a disputed chargeback, Royal Realm Landscaping reserves the right to charge an additional 50% fee, along with any associated legal or processing fees.
- **Building Permit Fees**

The client is responsible for obtaining and paying for any required building permits, zoning approvals, or other legal permits necessary for the completion of the project. Royal Realm Landscaping will assist with the permit process as needed, but all associated fees, costs, and requirements will be paid by the client.

Unknown Conditions

Subsurface Conditions & Soil Stability

Contractor is not responsible for unforeseen subsurface conditions, including but not limited to soil instability, underground utilities, sinkholes, or improper compaction from prior work. If such conditions are discovered, additional work may be required at the homeowner's expense.

Any unknown objects encountered underground that may delay work will not be covered under the original contract. Examples include, but are not limited to: boulders, large roots, construction footings, irrigation pipe, drain pipe, stumps, groundwater springs, etc.

Drainage & Water Management

Proper drainage is the responsibility of the homeowner. The contractor will install drainage features as agreed upon in the scope of work. However, changes in landscape, improper grading, or unforeseen natural conditions may affect drainage performance. Contractor is not responsible for water pooling, erosion, or damage caused by improper water management outside of the installation area.

General Terms

Efflorescence Disclaimer (Concrete, Pavers & Retaining Walls)

Efflorescence is a natural occurrence in concrete products and may appear as a white, powdery substance on the surface of concrete, pavers or retaining walls. This is a cosmetic issue and does not affect structural integrity. Contractor is not responsible for efflorescence and will not be held liable for its occurrence.

Color & Material Variations

Natural stone and manufactured pavers may have variations in color, texture, and finish. The homeowner acknowledges that samples or displays may differ slightly from the final product. Contractor is not responsible for these variations.

Weather-Related Delays & Curing Time

Work schedules may be adjusted due to weather conditions. Additionally, concrete, mortar, and adhesives require curing time, and excessive moisture or temperature fluctuations may affect performance. Contractor is not liable for delays or material curing conditions due to weather.

Settlement & Minor Movement

Concrete, retaining walls and pavers may experience minor settling or movement due to ground shifting, freeze/thaw cycles, and natural settling. This is not considered a defect. Contractor is not responsible for repairs due to natural ground movement.

Heavy Loads & Improper Use

Concrete, pavers and retaining walls are designed for specific weight loads. Homeowner acknowledges that exceeding these limits (e.g., driving heavy machinery over pavers not rated for vehicular traffic) may result in damage. Contractor is not responsible for damages due to improper use.

Warranty & Exclusions

Contractor provides a [1-year] limited warranty on workmanship. This does not cover damage caused by acts of nature, improper maintenance, heavy loads, discoloration, movement of existing ground conditions, or third-party modifications. No warranty is provided for shrinkage cracks, hairline cracks, settling or spalling.

Proper installation of the roof system may require replacement of existing flashing, or nails to protrude soffits to meet code. During such replacement, siding adjacent this flashing which has deteriorated may crack, break, or tear. Royal Realm will make every reasonable effort to avoid damage, but will not be responsible for any consequential damage to siding, rotting fascia or soffits. During the application of the roof system, vibration from the roof may be transmitted throughout the building. Royal Realm is not responsible for sheetrock damages due to vibration. The customer further assumes responsibility for all objects hung from exterior and interior walls and from ceiling and soffits. These have been known to fall during installation, please remove any valuable wall hangings or other personal items that have the potential to fall or become damaged as a result of the construction. It is further understood that vent and gas pipes penetrating through the roof may shift during construction. Royal Realm's workmanship warranty covers issues directly related to the install process and application of materials used. Material defects, future damage as a result of incident or weathering are not the responsibility of Royal Realm. All material warranties are provided expressly and solely through the material manufacturer.

Any warranty claims must be submitted in writing within [7 days] of discovery.

Working Hours

All work being performed will be during business/daylight hours. Unless special circumstances arise such as but not limited to cure times, severe weather conditions, delays due to suppliers and any unexpected unforeseen circumstances.

Post-Construction Responsibilities

- a) Lawn Seeding and Fertilization: Royal Realm Landscaping will seed and fertilize the lawn if damage occurs as a result of the company's work.
- b) Grading: All grading work provided is considered rough grade, which is included in the estimate and contract. Finished grading, if requested, will incur an additional charge.
- c) Surface Cleaning: Royal Realm Landscaping will make reasonable efforts to remove concrete or dirt dust from surrounding surfaces, such as the side of the house, walls, patios, and fences. However, minor discoloration from dust is considered normal, and the company will not be held responsible for any repair or replacement of such discoloration

Excavation and Disposal

- a) Disposal of Standard Materials: Disposal of dirt, rocks under 3 inches in size, and concrete less than 4 inches thick without rebar or mesh is included in the contract.
- b) Unforeseen Materials: Any materials unearthed during excavation that were not anticipated (such as rocks larger than 3 inches, construction debris, lumber, metals, etc.) are not covered under the original contract and will incur additional charges.
- c) Construction Debris Removal: Royal Realm Landscaping is responsible for the removal of all construction debris within 7 days of completion of the project

Lien Rights and Late Payment Fees

Royal Realm Landscaping reserves the right to file a construction lien on the property for services rendered under this contract in order to secure payment. In the event of late or defaulted payments, a late fee of \$300 will be applied, with an additional \$50 charged for each day the payment remains overdue.

Worksite Photography and Media Usage

Royal Realm Landscaping reserves the right to capture images or videos of the worksite at various stages of the project for marketing and promotional purposes. These images may be used in marketing materials, including but not limited to websites, social media, and advertisements. The client's name will not be disclosed; only the job-site location will be referenced.

If it's not in the contract, it's not included.

Acknowledgment and Acceptance

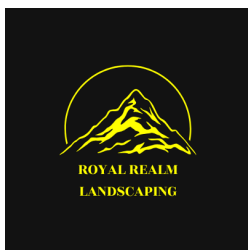
By signing below, the undersigned acknowledges that they have thoroughly reviewed and fully understand the terms and conditions set forth in this agreement. This signature serves as confirmation of the Client's acceptance of the scope of work, payment schedule, and all other provisions outlined herein. Both parties affirm their intent to proceed with the project under the specified terms and agree to be bound by the contract.

Contractor Signature *Dustin Morey* Date 8/1/2025
Dustin Morey, 08/01/2025 02:47 PM UTC

ROYAL REALM LANDSCAPING LLC
232 Capitol Street Suite 29 Charleston, WV 25301
681.222.0021
Contractor License: WV064365

Client Signature *Shawn & Jessica Groves* Date 8/2/2025
Shawn & Jessica Groves, 08/02/2025 02:55 PM UTC
Shawn and Jessica Groves

Printed Name _____



eSignature - Certificate of Completion

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Requestor IP address: **50.110.111.25**
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Signers

Signer: **Dustin Morey**
royal.realm.landscaping@gmail.com
IP address: **74.231.220.89**
User id: **LTN6JKKLQ**
Timestamp: Sent - **08/01/2025 02:46 PM**
Opened - **08/01/2025 02:47 PM**
Signed - **08/01/2025 02:47 PM**

Signature
Dustin Morey
Dustin Morey

Signer: **Shawn & Jessica Groves**
sgrov@hotmail.com
Signer id: **CKMJN2QV**
IP address: **75.108.155.107**
User id: **PR6XPSMZG**
Timestamp: Sent - **08/01/2025 02:46 PM**
Opened - **08/02/2025 02:04 PM**
Signed - **08/02/2025 02:55 PM**

Signature
Shawn & Jessica Groves
Shawn & Jessica Groves

eSignature - Certificate of Completion

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Requestor IP address: **184.15.19.68**
Time zone: **UTC**
Document pages: **13**

Signers

Signer:	Dustin Morey royal.realm.landscaping@gmail.com	Signature 10/29/25
IP address:	206.171.36.24	10/29/25
User id:	LTN6JKKLQ	
Timestamp:	Sent - 09/30/2025 08:08 PM Opened - 09/30/2025 08:21 PM Signed - 10/29/2025 06:45 PM	