

Tax Parcel ID#: 1-NM-2937

0100892

THIS DEED made and entered into this 22nd day of February, 2001, by and between SNOWBIRD, INC., a Virginia Corporation, and SNOW MOUNTAIN DEVELOPMENT, INC., a Virginia Corporation, Grantors, parties of the first part, and JAMES A. BRANSCOME and CYNTHIA F. BRANSCOME, husband and wife, Grantees, parties of the second part, whose address is 1200 William Street, Fredericksburg, Virginia 22401,

WITNESSETH:

THAT for and in consideration of the sum of **TEN DOLLARS** and (\$10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantors do hereby grant, bargain, sell, and convey with **GENERAL WARRANTY OF TITLE**, each of their one-half undivided interest, respectively, for a conveyance of the entire fee simple interest, unto the said Grantees, as tenants by the entirety, with the right of survivorship, with in that certain tract or parcel of land together with improvements thereon appurtenances thereunto belonging, lying and being in the **Dan River Magisterial District**, Patrick County, Virginia, and more particularly described as follows:

BEING that 101.07± acres, identified as **Parcel A**, as shown on a certain plat of survey made by David B. Scott, CLS, dated May 7, 1992, which plat is of record in the Clerk's Office of the Circuit Court of Patrick County, Virginia, in **Plat Cabinet 1, Slide 70F**, (formerly Plat Book 21 at Page 63) to which express reference is made for a more complete description and which description is incorporated herein by reference, and being a portion of the same property conveyed to the Grantors herein by deed dated November 23, 1999, which deed is of record in the aforementioned Clerk's Office in Deed Book 344 at Page 599, and deed

Del To
ELIZABETH RAKES
ATTORNEY AND
COUNSELLOR AT LAW
HILLSVILLE, VA 24343

4/2/01

dated November 30, 2000, which deed is recorded in the aforementioned Clerk's Office as Instrument Number 0002868, to which references are made for chain of title.

This conveyance is SUBJECT TO the terms of a Consent Order entered June 7, 2000, in a case styled Elkhorn Acres Property Owners, Inc. v. Pat J. Snow, et al., Patrick County Circuit Court Law Case No. LH00-297, a copy of which Order was recorded June 9, 2000, in the aforesaid Clerk's Office as Instrument No. 000001430.

This conveyance is also TOGETHER WITH and SUBJECT TO the terms of an Easement and Road Maintenance Agreement dated June 1, 2000, recorded August 4, 2000, in the aforesaid Clerk's Office as Instrument No. 000001905.

This conveyance is made subject to restrictions, conditions, rights-of-way and easements and rights of way of record affecting the property herein conveyed.

To have and to hold the above described parcel of land, together with the privileges and appurtenances thereto belonging or in anywise appertaining.

Witness the following signature(s) and seal(s):

Snowbird, Inc.

By: Ted B. Snow, Pres. (SEAL)
Ted B. Snow, President

Snow Mountain Development

By: [Signature] (SEAL)
Pat J. Snow, President

STATE OF Virginia
COUNTY OF Carroll, to-wit:

I, Melissa Robins, do hereby certify that Ted B. Snow, in the capacity noted above, whose name is signed to the foregoing instrument bearing date of the 22nd day of February 2001, has this day personally appeared before me and acknowledged the same in my presence in the County and State aforesaid.

Given under my hand this 26th day of February 2001.
My commission expires 01-31-02.

[Signature]
NOTARY PUBLIC

STATE OF Virginia
COUNTY OF Carroll, to-wit:

I, Melissa Robins, do hereby certify that Pat J. Snow in the capacity noted above whose name is signed to the foregoing instrument bearing date of the 22nd day of February 2001, has this day personally appeared before me and acknowledged the same in my presence in the County and State aforesaid.

Given under my hand this 26th day of February 2001.
My commission expires 01-31-02.

[Signature]
NOTARY PUBLIC

INSTRUMENT #010000892
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
APRIL 2, 2001 AT 02:20PM
\$230.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$115.00 LOCAL: \$115.00
SUSAN C. GASPERINI, CLERK

BY: [Signature] (DC)

ELIZABETH RAKES
ATTORNEY AND
COUNSELLOR AT LAW
HILLSVILLE, VA 24343

0001905

8-4-00
Mail To:
Prepared by and deliver to:
William C. Leach, Esquire
4358 Starkey Road SW Suite 5
Roanoke VA 24014-2804

This document affects title to
Patrick County Tax Map Parcel No. 1-NM2937

THIS EASEMENT AND ROAD MAINTENANCE AGREEMENT made and entered into this 1st day of June, 2000, by and between ELKHORN ACRES PROPERTY OWNERS, INC., a Virginia non-stock corporation, Grantor and Grantee; and SNOWBIRD, INC., a Virginia corporation, PAT J. SNOW and JOY P. SNOW, husband and wife, all of whom are Grantors and Grantees.

W I T N E S S E T H

WHEREAS, Elkhorn Acres Property Owners, Inc., a Virginia non-stock corporation, (hereinafter the "Association"), is a Virginia property owners association that, among other responsibilities, maintains the road systems located in property commonly known as Elkhorn Acres Subdivision (also known as Elk Horn Acres Subdivision) and Foxlair Subdivision, among other property;

WHEREAS, by Deed dated September 16, 1989, of record in the Clerk's Office of the Circuit Court of Patrick County, Virginia, in Deed Book 275, Page 804, the Association became the owner of all right, title and interest in the road systems located in the Elkhorn Acres Subdivision;

WHEREAS, the roads that are currently in the Elkhorn Acres Subdivision consist of the following named roads: Rhododendron Road; Foxlair Trail; Chestnut Ridge; Crooked White Oak Trail; and Hickory Nut Hollow;

WHEREAS, by Deed dated November 23, 1999, of record in the aforesaid Clerk's Office in Deed Book 344, Page 599, Snowbird, Inc., a Virginia corporation, (hereinafter "Snowbird"), Pat J. Snow and Joy P. Snow, (hereinafter the "Snows"), acquired title to that certain tract or parcel of land situate in the Blue Ridge

and English Covenants of Title unto Snowbird, Inc., Pat J. Snow and Joy P. Snow, Grantees, a nonexclusive perpetual easement of right-of-way along Rhododendron Road and Foxlair Trail for purposes of ingress to and egress from the Subject Property described hereinabove to Virginia State Route No. 608, the location of both roads being more particularly shown on a plat entitled "Plat of Survey for C. I. Planning Corporation, Map No. 2," made by J. A. Gustin & Associates, dated July 30, 1979, of record in the Clerk's Office of Patrick County, Virginia, in Plat Book 15, Page 57. Access from the Subject Property to Rhododendron Road and Foxlair Trail roads shall be through the single access right-of-way extending from Foxlair Trail and leading onto the Subject Property, the northeast boundary of such access right-of-way being shown as survey call numbers 44, 45 and 46 on a plat of survey entitled "Old Mill Land, L.P., Tract No. 4, Suns Runs Creek," of record in the aforesaid Clerk's Office in Plat Cabinet 1, Slide 70-F, Sheet 1 of 5. The easement granted herein shall be appurtenant to and run with the title to the Subject Property, including any future lots or parcels of land created by subdividing the Subject Property. Snowbird, Inc. shall own a one-half undivided interest the easement granted herein, and Pat J. Snow and Joy P. Snow, husband and wife, as tenants by the entirety with the right of survivorship as at common law, shall own a one-half undivided interest in the easement granted herein.

NOW, FURTHERMORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to maintain, and to perform such repairs as are necessary to maintain Rhododendron Road and Foxlair Trail in its current good and safe condition that allows for reasonable and safe access of standard passenger vehicles.
2. Repairs and maintenance shall include, but not be limited to, repairing the road surface, adding crusher run rock, clearing obstructions, grading or scraping the roads as

necessary, cleaning and recutting ditches as necessary, trimming brush and other vegetation along the roadside, and removing snow.

3. The parties shall have no obligation to upgrade the roads to a superior condition than currently exists; however, any party shall have the right to upgrade the roads to a superior condition at such party's sole expense.

4. The parties agree to share in the cost of the maintenance and repairs of Rhododendron Road and Foxlair Trail on a *pro rata* basis based upon the number of members in the Association and the number of lots owned by Snowbird, Pat J. Snow, Joy P. Snow and their successors, heirs and assigns. An annual budget for the maintenance and repairs for Rhododendron Road and Foxlair Trail shall be established, and such budget shall not include maintenance and repair expenses for Chestnut Ridge, Crooked White Oak Trail, Hickory Nut Hollow, or any other road maintained by the Association other than Rhododendron Road and Foxlair Trail. It is understood that owners of lots or parcels on which residences have been built will be assessed at a higher rate than owners of lots or parcels on which no residence has been built.

5. Each party hereby grants unto the other parties hereto a temporary construction easement across the property owned by the granting party for the purpose of maintaining, repairing, and upgrading Rhododendron Road and Foxlair Trail, as provided for in this Agreement.

6. There shall be a continuing lien upon the Subject Property, and each lot or parcel of land that may be created by subdividing the Subject Property, (hereinafter the "Assessed Lot or Parcel"), to secure the payment of charges for repairs and maintenance provided for in this Agreement which have been billed to the record owner of the Assessed Lot or Parcel and remain unpaid after a period of thirty (30) days, but such liens for unpaid assessments shall at all times be subject to such prior deeds of trust that have been placed on the Assessed Lot or Parcel until notice of such lien shall have been recorded in the Clerk's Office of the Circuit Court of Patrick County, Virginia.

The amount of the assessment, together with interest, recordation costs, court costs and reasonable attorney's fees, shall become a lien on the Assessed Lot or Parcel from the date of recordation of the notice of such lien.

7. If a party, including individual members of the Association, an agent or invitee of one of the parties causes damages to Rhododendron Road and/or Foxlair Trail other than ordinary wear and tear, the party who caused the damage or whose agent or invitee caused the damage shall be required to repair the damage forthwith at such party's sole expense.

8. If suit is brought either at law or in equity to enforce the provisions of this Agreement, the non-defaulting party shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

9. The liabilities and obligations imposed by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs and assigns, and shall be construed to be a covenant running with the title to the Subject Property described hereinabove, including any future lots or parcels of land created by subdividing the Subject Property.

10. The terms of this Agreement constitute the entire agreement between the parties hereto and shall be construed in accordance with the laws of the Commonwealth of Virginia.


Witness the following signatures:

ELKHORN ACRES PROPERTY OWNERS, INC.

By: Robert C. Bruce
Office: Pres

SNOWBIRD, INC.

By: Ted Brown
Office: Pres.


PAT J. SNOW


JOY P. SNOW

STATE OF VIRGINIA

County OF Carroll

31 The foregoing instrument was acknowledged before me this day of June, 2000, by Robert C. Price the President of Elkhorn Acres Property Owners, Inc., a Virginia non-stock corporation, on behalf of the corporation.


Notary Public

My Commission Expires June 30, 2004

STATE OF VIRGINIA

County OF Carroll

5th The foregoing instrument was acknowledged before me this day of June, 2000, by Ted B. Snow, the President of Snowbird, Inc., a Virginia corporation, on behalf of the corporation.



Notary Public

My Commission Expires 01-31-02

STATE OF VIRGINIA

County OF Carroll

5th The foregoing instrument was acknowledged before me this day of June, 2000, by Pat J. Snow.



Notary Public

My Commission Expires 01-31-02

STATE OF VIRGINIA

County OF Carroll

5th The foregoing instrument was acknowledged before me this day of June, 2000, by Joy P. Snow.

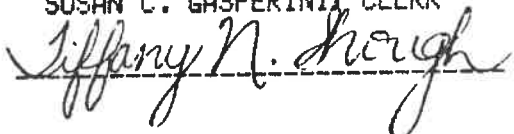

Notary Public

My Commission Expires 01-31-02

~~FOR DEPOSIT ONLY~~
~~PATRICK COUNTY CIRCUIT CT~~
~~REPT # 0000004967~~
~~CASE # 141CLR000001905~~

INSTRUMENT #000001905
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
AUGUST 4, 2000 AT 02:56PM
SUSAN C. GASPERINI, CLERK

Snowbird\EaseMain.Agr

BY:  (DC)

VIRGINIA: IN THE CIRCUIT COURT OF PATRICK COUNTY

ELKHORN ACRES PROPERTY OWNERS, INC.,

Plaintiff,

v.

PAT J. SNOW and
JOY P. SNOW

and

SNOWBIRD, INC.,

Defendants.

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) 0 0 0 1 4 3 0
)
)
) CONSENT ORDER
)
)
) Case No. LII00-2927
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Came this day the parties and informed the court that all matters in controversy between them had been settled to their mutual satisfaction, and that they desired a resolution of the above-styled action by Consent Order. Good cause having been shown, the Court ORDERS the following.

For the purposes of this order, the term "Defendants' realty" refers to that certain tract or parcel of land presently titled in Defendants' names and of record in Deed Book 344 at page 599 in the office of the Clerk of this Court

- A. Defendants shall refrain from all incursions and activity whatsoever within a zone extending 50 feet southwards into Defendant's realty, from the southern boundary of Lots 2 through 26, as shown on a plat entitled "Old Mill Land, L.P., Tract No. 4, Suns Run Creek," of record in Plat Cabinet 1, Slide 70-F, sheet 1 of 5, of the office of the Clerk of this Court. Any owner of realty having membership in Plaintiff Property Owners Association shall have the option to request timbering or other modification of that portion of the zone adjacent to their realty, but shall first submit a request to do so to Plaintiff, for review in accordance with its bylaws.

This Order affects Patrick County Tax Map Parcel No INM-2937.

- B. All homes to be constructed on Defendants' realty shall be single family residences, shall be constructed of similar quality and character to those existing on realty owned by Plaintiff's members, and shall be no less than 1000 square feet in size. No mobile or manufactured (with exception of modular construction) homes, or structure not affixed to a permanent foundation shall be permitted upon Defendants' realty. All construction shall be completed in accordance with the building code of Patrick County.
- C. The parties shall execute a road usage and maintenance agreement in which Defendants, their heirs, successors and assigns shall have access to present Rhododendron Drive and Foxlair Trail roads through a single access from Defendants' realty onto Foxlair Trail as shown at call points 44 to 45 on a plat entitled "Old Mill Land L.P., Tract No. 4, Sun's Run Creek" of record in Plat Cabinet I, Slide 70-F, sheet 1 of 5. Actual maintenance costs shall be apportioned on a *pro rata* basis among Defendants, their heirs, successors and assigns and Plaintiff's members; owners of unimproved realty shall be apportioned a lesser assessment than the owners of improved realty. Defendants shall, during the pendency of any timbering or construction conducted upon their realty, maintain Rhododendron Drive and Foxlair Trail to the greatest extent practicable in a condition suitable for the unimpeded passage of any motor vehicle. Plaintiff shall direct all requests for repairs during the pendency of any timbering or construction conducted upon Defendants' realty to:

Pat J. Snow
c/o Snow Mountain Properties, Inc.
1112 Dusty Ridge Road
Blue Ridge Parkway at Orchard Gap
Fancy Gap, VA 24328
Telephone 540/398-3535
Telefax 540/398-3538

At the conclusion of any timbering or construction conducted upon their realty, Defendants shall repair the road surface of Rhododendron Drive and Foxlair Trail roads to a condition equal or superior to its condition prior to any such logging or construction activity. Defendants may undertake to conduct such repairs through their agents or servants but must first notify Plaintiff's president of such an intention.

- D. The restrictions and covenants of record in Deed Book 166 at page 619 in the office of the Clerk of this Court do not apply to Defendants' realty. Defendants, their heirs, successors or assigns shall not be members of Plaintiff property owners association.
- E. All claims of the parties against one another arising from this action are dismissed with prejudice, and there shall be no *res judicata* or collateral estoppel effect to any entities not a party to this action resulting from the entry of this Consent Order.
- F. Any timbering operations on Defendants' realty must follow state guidelines for timbering and reforestation and all timbering must follow good accepted timbering practices. This includes full compliance with all laws and regulations pertaining to excavation and logging practices, re-seeding, debris and slash disposal, soil erosion, and storm water and sediment control.
- G. The terms of this Order shall be enforceable through process before this Court, the party breaching any term hereof or contesting its interpretation shall pay all costs, including reasonable attorneys fees of the non-breaching party, or of the prevailing party in a proceeding for interpretation.
- H. The terms of this Order supersede and replace the terms of the previous Order of this Court entered in this matter on February 1, 2000.
- I. Pursuant to Virginia Code § 17.1-227, upon the payment of the appropriate recordation cost by the Defendants, the Clerk of this Court is hereby directed to

record a copy *teste* of this Order among the land records of the Circuit Court,
indexing the entry under the following names:

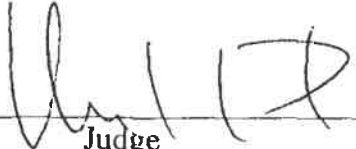
Grantors: Pat J. Snow, Joy P. Snow and Snowbird, Inc.

Grantee Elkhorn Acres Property Owners, Inc.

And the Clerk is hereby directed to certify a copy *teste* of this Order to counsel of record at
the addresses set forth below.

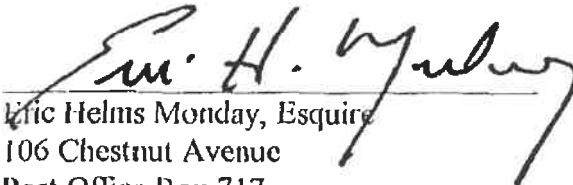
And nothing further remaining to be done in this matter, this cause is hereby **ORDERED**
dismissed agreed, with prejudice, from the docket and placed among the ended chancery causes.

ENTER this 1st day of June, 2000.

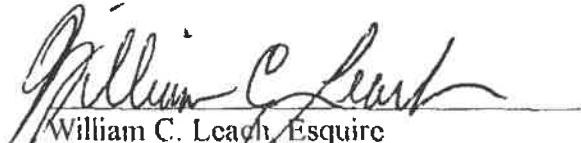


Judge

I ask for this:


Eric Helms Monday, Esquire
106 Chestnut Avenue
Post Office Box 717
Stuart, Virginia 24171
Counsel for Plaintiff

Seen and agreed:


William C. Leach, Esquire
4358 Starkey Road SW
Suite 5
Roanoke, Virginia 24014
Counsel for Defendants