

THIS DOCUMENT PREPARED BY:

William R. Kilgore, Esq., Virginia State Bar No. 93605
150 W. Main St., Suite F,
Wytheville, VA 24382

Tax Map No.: 016A-001-0000-0109
Title Insurance: Existence Unknown
Consideration: \$0.00
Tax Assessed Value: \$111,400.00

NO TITLE EXAMINATION WAS CONDUCTED BY WILLIAM R. KILGORE, ESQ.

THIS DEED IS EXEMPT FROM RECORDATION TAXES PURSUANT TO SECTION 58.1-811(D) OF THE CODE OF VIRGINIA, 1950, AS AMENDED.

DEED OF GIFT

THIS DEED OF GIFT is made and entered into this 17th day of November, 2025, by and between MARGIE P. DEWILDE, as Grantor; and TIMOTHY R. PAULEY, HEATHER L. YOUNG, AMBER M. PAULEY and ASHLEY D. SHEFFEY, address of 166 Sheffey Lane, Wytheville, VA 24382, as Grantees.

WITNESSETH:

That for and in consideration of love and affection, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, and convey, with General Warranty and English Covenants of Title, unto the Grantees, as tenants in common, all that certain tract or parcel of real estate, situate in the Fort Chiswell Magisterial District, Wythe County, Virginia, more particularly bounded and described as follows, to-wit:

“Lot number 109, containing 5.4844 acres of the Miller’s Creek Hunting Resort, as shown by a plat of survey by Mathews & Henegar, P.L.S., dated April 14, 1994 which plat is of record in the Clerk’s Office of the Circuit Court of Wythe County, Virginia, in Plat Book 8, at Page 125. . .”

Return Deed to Kilgore Law at P.O. Box 1413
Wytheville, VA 24382

BEING the same real property conveyed by deed dated September 18, 1996, from James O. Dixon to Margie P. DeWilde, and of record in the Wythe County Clerk's Office in Deed Book 471, page 804.

This conveyance is made subject to all encumbrances, easements, reservations, conditions, and restrictions of record insofar as they may lawfully affect the Property herein conveyed.

"This conveyance is subject to the following easements, covenants, and restrictions of record:

1. Only the developer has the right to re-subdivide tracts of land. All other land shall not be further divided. No structure of a temporary nature, including a trailer, camper, make-shift vehicle, basement, tent, shack, or garage shall be used as a residence for over 120 days.
2. No lot shall be used or maintained for the storage of vehicles of any kind, as a dumping ground for rubbish, garbage or other waste, including the storage of materials generally unacceptable for residential properties. No nuisance of any kind, including dogs, shall be created, maintained or permitted on the property and each landowner shall maintain his or her property in a reasonably clear and orderly condition.
3. All trash receptacles shall be out of view from adjacent property.
4. All fuel tanks or any other tanks, if above ground, including all cylinders, shall be housed out of view from adjacent property.
5. The parking of cars, boats, trailers, or any mobile units on roads or rights-of-way is not permitted.
6. No disabled vehicle shall be parked on any lot except when housed in a garage.
7. Each unit or home must be set back no less than fifty feet (50') from the property line (front set back). Wythe County regulations shall rule in regard to sides and back.
8. All buildings shall be built with a neat appearance.
9. All buildings for dwelling purposes shall have an entrance deck or porch for all front entrances. The size shall be not less than 6' X 10' and all steps shall meet applicable safety regulations.
10. All dwellings must be underpinned for a neat appearance. Galvanized material is not acceptable; however, vinyl, brick, rock, or block are acceptable materials.
11. After a property owner has completed a house or placed a mobile home or dwelling on their property, they shall have ninety (90) days within which to complete landscaping, underpinning, porches and decks as required herein.
12. The Grantor reserves for his benefit, for the benefit of public utility

companies, and for the benefit of any lawful governmental authority, the right to construct, operate, and maintain electrical, telephone, cable television, and gas lines, through, over, or under the property hereby conveyed. This includes the right to cut, trim, or otherwise control trees and other obstructions that may endanger the lines.

13. The Miller's Creek Hunting Resort Road Association shall be established and it shall be composed of all property owners of Miller's Creek Hunting Resort. All property owners shall be required to contribute to said association \$100.00 per year per lot for road repair. The association shall meet following reasonable notice to property owners and officers of at least a president and a treasurer shall be elected. Each lot in Miller's Creek Hunting Resort shall have one vote and a majority vote shall be required for action. Said officers shall notify all property owners of the address to which the annual road repair fee shall be sent. The association shall use the funds collected for necessary road repair to the road located upon the 50-foot right-of-way. A landowner association will be set up for lots numbered from #101 through #126 (excepting #115) which will be the #1 Road Association. Lots numbered #127 through #156 (excepting #148) will be the #2 Road Association. The developer is exempt from the associations, although every effort will be made to sell each lot as soon as possible. Future development which includes lots that front the roads for either of these road associations shall be included in their respective road association.

14. In the event that a property owner violates any of the above covenants and restrictions, any one or more owners of property within Miller's Creek Hunting Resort shall have the right to enforce said covenants and restrictions. Should a property owner be found in violation of any of such covenants and restrictions, said property owner's liability shall include the obligation to pay reasonable attorney fees and court costs to the party or parties who were successful in enforcing said covenants and restrictions."

WITNESS the following signature and seal:

Margie P. DeWilde (SEAL)
MARGIE P. DEWILDE

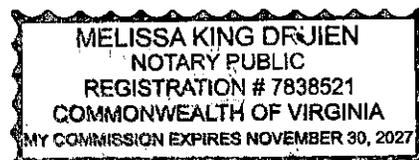
COMMONWEALTH OF VIRGINIA
COUNTY OF WYTHE, to wit:

The foregoing instrument was acknowledged before me by MARGIE P. DEWILDE,
Grantor, this 17th day of November, 2025.

Melissa King Druijen
Notary Public

My commission expires: 11-30-2027
Notary Registration No.: 7838521

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INSTRUMENT 250002760
RECORDED IN THE CLERK'S OFFICE OF
WYTHE CIRCUIT COURT ON
NOVEMBER 18, 2025 AT 10:28 AM
JEREMIAH E. MUSSER, CLERK
RECORDED BY: ADC

UNVERIFIED