



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Magnum Caelum Properties, LLC By and Through Chandra L. Hanson

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Friday, March 13th, 2026 at 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

+/- 5.56 acres and improvements; Tax ID: R004073 0; Map #: 092-007-0000-0009; DB 2023 PG 0619

Address:

3537 Ferncliff Rd., Pulaski, VA 24301

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, March 13th, 2026 at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman** at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, April 27th, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

18) Bidding Disclosures:

- A. The Auctioneer is allowed to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). This auction is subject to a seller's reserve and this is allowed per Virginia auction code: 18 VAC 25-21-120.
- B. The property is available for and subject to sale prior to auction.
- C. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

19) Broker Referral Fee: A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.

20) Pre-Auction Sales: As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

21) Other.

- A. A shared driveway and associated right-of-way (ROW) provide access to neighboring properties. A portion of this shared access goes through this property. The shared driveway serves as access for the following properties: 3555 Ferncliff Rd, 3545 Ferncliff Rd, 3537 Ferncliff Rd, 3533 Ferncliff Rd, 3521 Ferncliff Rd, and 3515 Ferncliff Rd.
- B. Property located at 3533 has an easement to drain field located at NW corner of the property (3537 Ferncliff Rd.) This is a shared drain field by this property (3537 Ferncliff Rd) and neighbor (3533 Ferncliff Rd.)
- C. This property has a road that goes down to the lake and dock areas. A portion of this road goes through neighbor's property located at 3533 Ferncliff Road. There is a right of way for that road to access dock and lake.
- D. Bidder acknowledges that property is subject to covenants and restrictions, and a road maintenance agreement. Bidder has reviewed both documents provided by auctioneer.
- E. Ferncliff Road is not state maintained.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.Matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

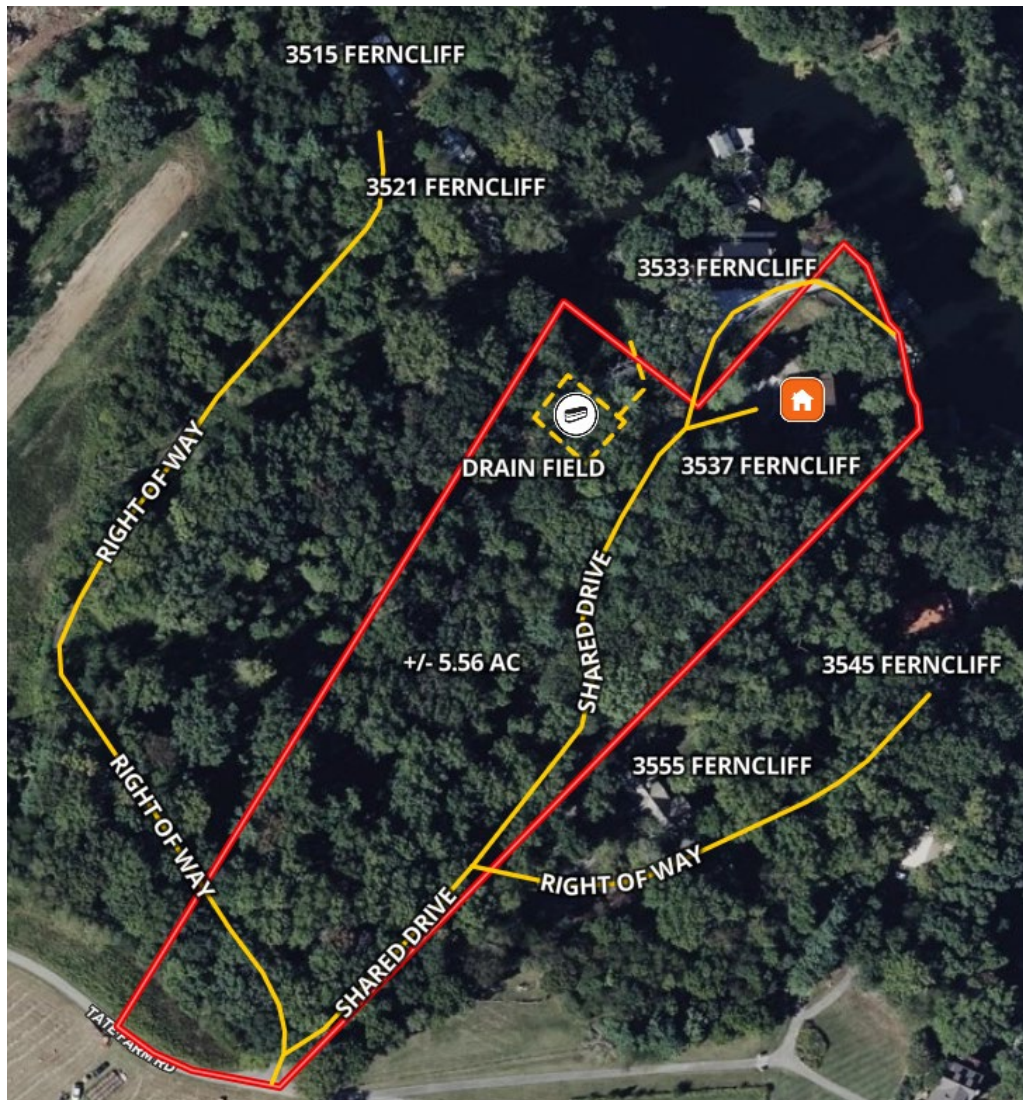


Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

ROW & Easement Map



A shared driveway and associated right-of-way (ROW) provide access to neighboring properties. A portion of this shared access goes through this property. The shared driveway serves as access for the following properties: 3555 Ferncliff Rd, 3545 Ferncliff Rd, 3537 Ferncliff Rd, 3533 Ferncliff Rd, 3521 Ferncliff Rd, and 3515 Ferncliff Rd. Ferncliff Road is not state maintained.

A drain field with easement serving 3533 Ferncliff Road is located at the northwest corner of this property.

This property has a road that goes down to the lake and dock areas. A portion of this road goes through neighbor's property located at 3533 Ferncliff Road. There is a right of way for that road to access dock and lake.

Approximate boundary. Refer to survey for official boundary.



Contour

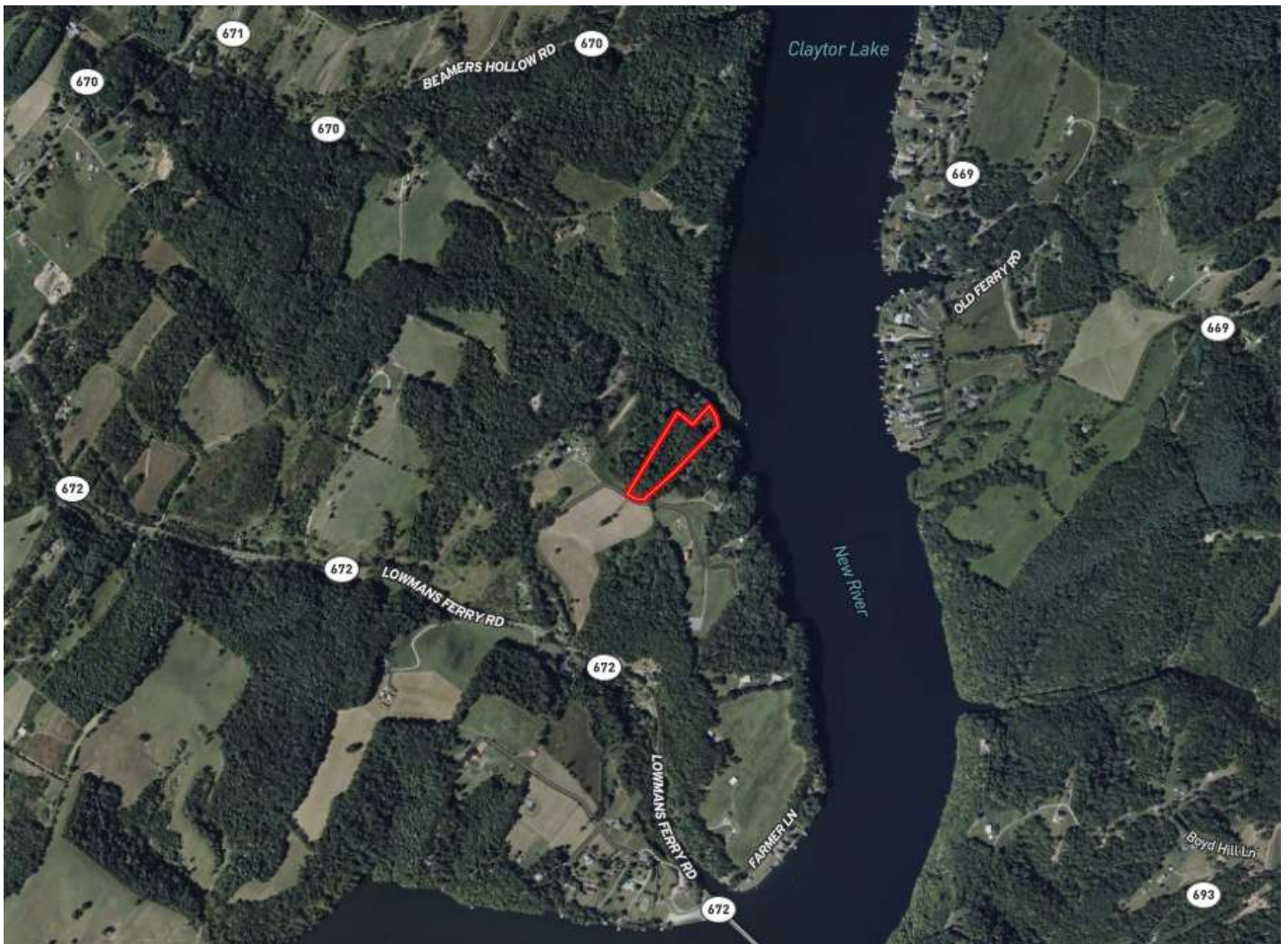


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

3537 Ferncliff Rd.,
Pulaski, VA 24301





Location

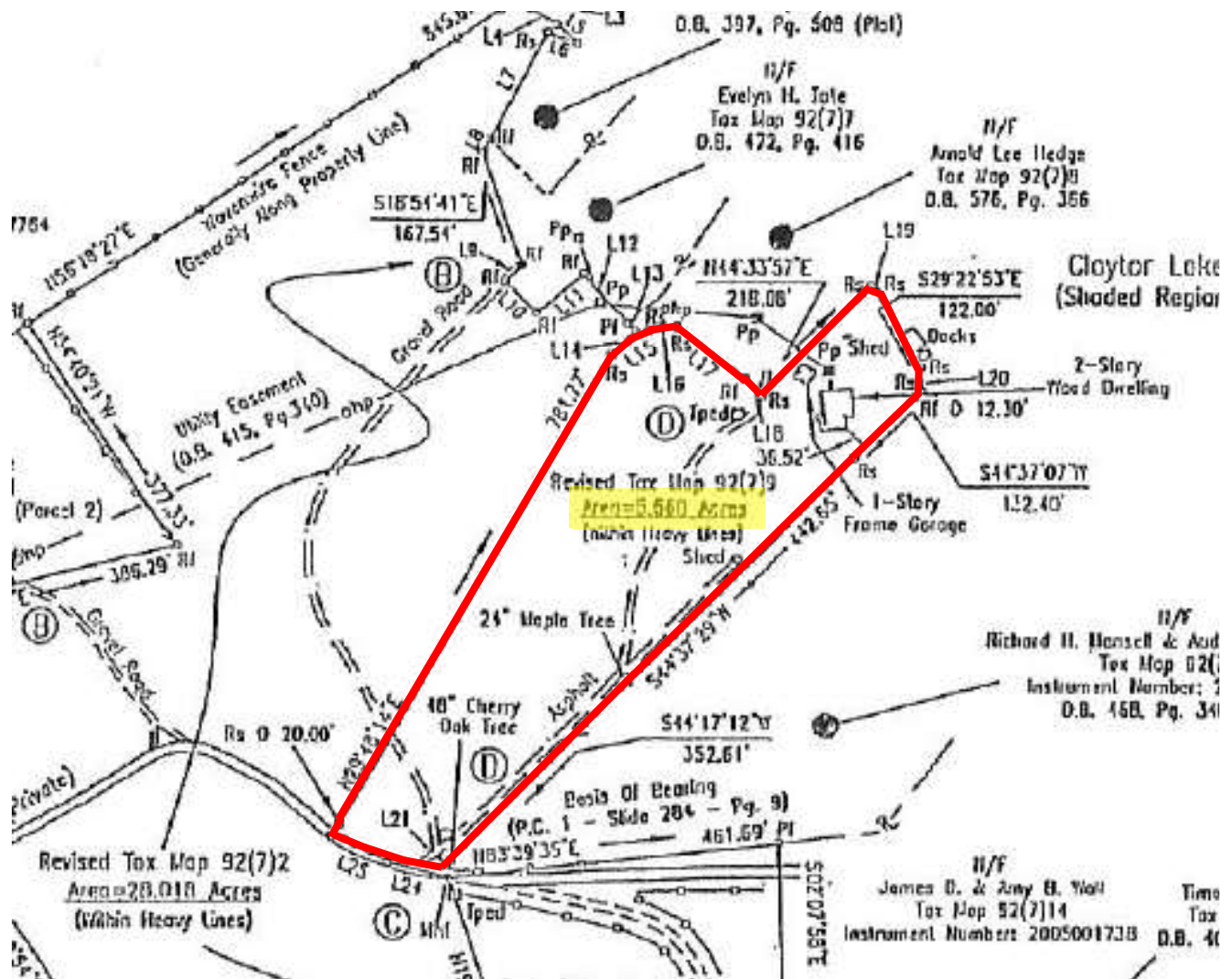
3537 Ferncliff Rd.,
Pulaski, VA 24301





Survey

Auction Services



Floor Plan

Both Floors



3,795 Total SqFt

Floor Plan

Main Level



2,520 SqFt

Floor Plan

2nd Floor



1,275 SqFt

MAGNUM CAELUM PROPERTIES LLC
4678 SILENT CREEK WAY
NOKOMIS FL 34275
NEAR LOWMANS FERRY BRIDGE
DEED BK - 2009, DEED PG - 1858

Neighborhood Number
100

Neighborhood Name
Lake North

TAXING DISTRICT INFORMATION

Jurisdiction Name Pulaski County

Area 001

District 02

Parent Parcel Number

Dept. of Tax Code 2 SF Residential Suburban

Property Address 3537 FERNCLIFF RD

Site Description

Topography:
Rolling
Neighborhood:
Static
Zoning:
LR: Low Density Residential, LR
Legal Acres:
5.5600

Transfer of Ownership				
Owner	Consideration	Transfer Date	Deed Book/Page	Deed Type
MAGNUM CAELUM LLC	0	03/09/2023	D 2023 D 0619	DC
HANSON CHANDRA L	0	04/01/2021	D 2021 D 1286	QC
MAGNUM CAELUM LLC	0	02/09/2021	D 2021 D 0499	QC
SIMPSON RONALD C JR	515000	06/09/2017	2017 1853	BS
CIRCLE T ENTERPRISES LLC	592500	05/18/2009	D 2009 D 1858	
TURNER DONNIE W	0	07/27/2007	D 2007 D 3789	

Valuation Record								
Assessment Year	01/01/2014	01/01/2015	01/01/2017	02/08/2019	01/01/2021			
Reason for Change		2015 Reassess		Bldg Permit	2021 Reval			
0	L	142800	142800	142800	142800	162800		
	I	454500	306000	306000	316000	345700		
	T	597300	448800	448800	458800	508500		
							Taxable Value:	508500



Land/Use Information				
Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor
				Total Land Value: 162800

3537 FERNCLIFF RD

[illegible]

	Special Features		Summary of Improvements								
	Description		ID	USE	Story Height	Const Type	Grade	Year Cons	Eff Year	Cond	Size or Area
	D : Fireplace		D	DWELL	0.00		B-5	1975	1990	AV	3195
			01	DOCKS	0.00	1	C	2014	2014	AV	0
			02	FR GAR	0.00	1	C	2014	2014	AV	576
			03	BULKHEAD	0.00	1	C	2014	2014	AV	100
			04	BT HSE	0.00	1	C	2014	2014	AV	432
			05	FR BLDG	0.00	1	C	2014	2014	AV	0
			06	PAV	0.00		C	2014	2014	AV	0
			07	GAZEBO	0.00	1	C	2014	2014	AV	0
		08	GENERATR	0.00	1	C	2019	2019	AV	0	
		Total Improvement Value									345700

Deed

Prepared by Hamrick & Hamrick, Attorneys at Law, without the benefit of a title examination performed by this office
VB#: 19127
Grantee's Address: 4241 Cedarwood Ln, Billings MT 5910

This deed is exempt from recordation taxes pursuant to §58.1-811(D) of the Code of Virginia, 1950, as amended

THIS DEED, made and entered into this 1st day of April, 2021, by and between **CHANDRA L. HANSON**, party of the first part, and **MAGNUM CAELUM, LLC**, a Montana limited liability company, party of the second part;

WITNESSETH:

THAT for and in consideration of Section 58.1-811(D) of the Code of Virginia, the receipt of which is hereby acknowledged, the receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey with General Warranty and English Covenants of Title, unto the party of the second part, all that certain parcel of land with improvements thereon and appurtenances thereto, lying and being in the County of Pulaski, Virginia, and further described as follows:

ALL of that **5.560 acres parcel** (Revised Tax Map 92(7)9 as shown on a plat entitled "Plat of Lot Line Revision of Tax Maps 92(7)2, 92(7)9, & 92(7)10 and Subdivision Creating New Parcels A & B for Circle T. Enterprises, L.L.C., and Claytor Lake Properties, LLC", made by Charles H. Forbes, IV., L.S. of Thompson & Litton, Radford, Virginia, and recorded April 27, 2009 in the Clerk's Office of the Circuit Court for Pulaski, Virginia (the "Clerk's Office"), as Instrument No. 090001548 (the "Plat").

TOGETHER WITH a non-exclusive right-of-way for ingress and egress from Lowmans Ferry Road (Virginia State Secondary Route 672) and appurtenant to the property conveyed, being an Existing 50' Access Easement labeled as "Ferncliff Road (Private)" and as "Asphalt Drive" and extending from the southwestern boundary of New Parcel B to side "L24" as shown on the Plat.
SUBJECT TO Declaration of Covenants and Restrictions dated March 28, 2009 recorded in the aforesaid Clerk's Office on April 27, 2009 as Instrument No. 090001547.

SUBJECT TO a Road Maintenance Agreement dated February 10, 1998 recorded in the aforesaid Clerk's Office in Deed book 627 at Page 774.

Tax Map No. 092-007-0000-0009; Account No. 4073

AND BEING all of that same property conveyed to Chandra L. Hanson by Deed dated the 4th day of February, 2021 from Magnum Caelum, LLC, a Montana limited liability company, which deed is recorded in the Clerk's Office of the Circuit Court of Pulaski County, Virginia as Instrument Number 202100499.

PROVIDED, HOWEVER, that this conveyance is made subject to reservations, restrictions, easements and agreements of record to the extent that they may lawfully apply to the property herein conveyed.

WITNESS the following signature and seal:

 (SEAL)
Chandra L. Hanson

STATE OF Florida
COUNTY OF Sarasota, to-wit:

The foregoing instrument was acknowledged before me this 1st day of April, 2021, by Chandra L. Hanson, Grantor.
Notary Registration Number: 174840
My commission expires: 01/11/2022


Notary Public



PREPARED BY: Hamrick & Hamrick, Attorney at Law, without the benefit of a title examination performed by this office

Deed of Correction

Grantee Address: 4678 Silent Creek Way, Nokomis, Florida 34275

THIS DEED OF CORRECTION AND CONFIRMATION, made and entered into this 16 day of January, 2023, by and between **MAGNUM CAELUM, LLC, MAGNUM CAELUM PROPERTIES, LLC, a Montana limited liability company and MAGNUM CAELUM, LLC (a/k/a Magnum Caelum Properties, LLC)**, parties of the first part, and **MAGNUM CAELUM PROPERTIES, LLC**, a Montana limited liability company, party of the second part;

WITNESSETH:

WHEREAS, the indexes in the Clerk of the Circuit of Pulaski County, Virginia has Magnum Caelum Properties, LLC listed as Magnum Caelum, LLC on the herein described property; and

WHEREAS, Magnum Caelum, LLC is known in the indexes in the Clerk of the Circuit Court of Pulaski County, Virginia as Magnum Caelum, LLC, Magnum Caelum, LLC, a Montana limited liability company, and Magnum Caelum, LLC (a/k/a Magnum Caelum Properties, LLC); and:

WHEREAS, the sole member of the limited liability company is Chandra Hanson who desires to correct the record and recognize that her LLC is organized and existing as a Montana LLC in the name of Magnum Caelum Properties, LLC; and

NOW THEREFORE for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and in order for a Deed to be placed on record, the receipt of which is hereby acknowledged, the parties of the first part do hereby grant and convey with General Warranty and English Covenants of Title, unto the party of the second part, Magnum Caelum Properties, LLC, a Montana limited liability company, all that certain lot, tract or parcel of real property with all improvements thereon and all appurtenances thereunto belonging, situate lying and being in Pulaski County, Virginia, and more particularly described as:

ALL of that **5.560 acres parcel** (Revised Tax Map 92(7)9) as shown on plat entitled "Plat of Lot Line Revision of Tax Maps 92(7)2, 92(7)9, & 92(7)10 and Subdivision Creating New Parcels A & B for Circle T. Enterprises, L.L.C., and Claytor Lake Properties, LLC", made by Charles H. Forbes, IV., L.S. of Thompson & Litton, Radford, Virginia, and recorded April 27, 2009 in the Clerk's Office of the Circuit Court of Pulaski County, Virginia as Instrument No. 090001548.

Tax Map No. 092-7-9

More commonly known as: 3537 Ferncliff Road, Pulaski VA 24301

BEING the same property conveyed to Magnum Caelum, LLC, a Montana limited liability company, by Deed dated the 1st day of April, 2021 which Deed is recorded in the aforesaid Clerk's Office as Instrument No. 202101286.

WITNESS the following signatures and seals:

MAGNUM CAELUM PROPERTIES, LLC

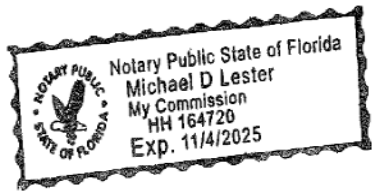
Chandra Hanson
By: Chandra Hanson, sole member

STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

~~2022~~ ²⁰²³ The foregoing instrument was acknowledged before me this 16th day of January, ~~2022~~, by Chandra Hanson, sole member of Magnum Caelum Properties, LLC on behalf of the limited liability company.

My commission expires: 11/04/2025
My commission registration: HH164720

Michael D Lester
Notary Public



Deed of Easement to Shared Drain Field for Neighboring Property

Prepared By: John N. Spicer, VSB No. 68845
Title Insurance: Unknown
Tax Map No. 092-7-9
Grantee Address: 3004 Wakefield Drive, Blacksburg, VA 24060

DEED OF EASEMENT

THIS DEED OF EASEMENT is made and entered into on this 15th day of June, 2021, by and between **MAGNUM CAELUM, LLC**, a Montana limited liability company, Grantor, and **JONATHAN R. MAHER** and **JILL M. MAHER**, husband and wife, Grantees.

WITNESSETH:

WHEREAS, Magnum Caelum, LLC, is the fee simple owner of that certain lot, tract or parcel of real property with all improvements thereon and all appurtenances thereunto belonging, situate lying and being in Pulaski County, Virginia, and more particularly described as:

ALL of that 5.560 acres parcel (Revised Tax Map 92(7)9) as shown on a plat entitled "Plat of Lot Line Revision of Tax Maps 92(7)2, 92(7)9, & 92(7)10 and Subdivision Creating New Parcels A & B for Circle T. Enterprises, L.L.C., and Claytor Lake Properties, LLC", made by Charles H. Forbes, IV., L.S. of Thompson & Litton, Radford, Virginia, and recorded April 27, 2009 in the Clerk's Office of the Circuit Court for Pulaski, Virginia as Instrument No. 090001548.

Tax Map No. 092-7-9;

Commonly known as 3537 Ferncliff Road, Pulaski, Virginia 24301;

Being all of that same property conveyed to Magnum Caelum, LLC, a Montana limited liability company, from Chandra L. Hanson by Deed dated the 1st day of April, 2021, which deed is recorded in the Clerk's Office of the Circuit Court of Pulaski County, Virginia as Instrument Number 202101286; and



SPICER, OLIN &
ASSOCIATES, PC
504 S. MAIN ST.
BLACKSBURG, VA
24060

WHEREAS, Jonathan R. Maher and Jill M. Maher are the fee simple owners of that

certain adjacent lot, tract or parcel of real property with all improvements thereon and all appurtenances thereunto belonging, situate lying and being in Pulaski County, Virginia, and more particularly described as:

BEING that parcel containing 0.711 acre, more or less, as shown and described on a map entitled "Boundary Plat of Tax Map 092-7-8 in Pulaski County VA containing 0.711 acres," prepared by Charles H. Forbes, IV, Land Surveyor dated August 14, 2020, which plat of survey is recorded in the Office of the Circuit Court Clerk of Pulaski County, Virginia, as Exhibit "A" to Instrument Number 2020002648.

Tax Map No. 092-7-8;

Commonly known as 3533 Ferncliff Road, Pulaski, Virginia 24301;

BEING the same property conveyed to Jonathan R. Maher and Jill M. Maher from Common Ground Properties, LLC, a Virginia limited liability company, by Deed dated August 17, 2020, recorded in the aforesaid Clerk's Office as Instrument Number 2020002648; and

WHEREAS, Magnum Caelum, LLC, as the owner of Tax Map No. 092-7-9, desires to grant, assign and convey unto Jonathan R. Maher and Jill M. Maher, as the owner of Tax Map No. 092-7-8, their successors and assigns, an easement for private septic drain field on and across the property of Magnum Caelum, LLC, designated as Tax Map No. 092-7-9, for the benefit of the property of Jonathan R. Maher and Jill M. Maher, designated as Tax Map No. 092-7-8, in an area as generally shown on that drawing designating the septic drain field location and septic drain line connection area attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE in consideration of the premises and the sum of TEN DOLLAR (\$10.00) cash in hand paid by Jonathan R. Maher and Jill M. Maher, as the owners of Tax Map No. 092-7-8 and as a Grantees, unto Magnum Caelum, LLC, as the owner of Tax Map No. 092-7-9, as the Grantor, and other good and valuable consideration, the receipt all of which is hereby expressly acknowledged by the Grantor, the Grantor, Magnum Caelum, LLC, as the

owner of Tax Map No. 092-7-9, does hereby grant, assign and convey, with **General Warranty and Modern English Covenants of Title**, unto the said Grantee, Jonathan R. Maher and Jill M. Maher, as the owners of Tax Map No. 092-7-8, their successors and assigns, the following described easement, to-wit:

An private septic system drain field easement attendant to the septic tank and system located on the property of Jonathan R. Maher and Jill M. Maher, as the owners of Tax Map No. 092-7-8, including an easement for ingress and egress to the property of Magnum Caelum, LLC, as the owner of Tax Map No. 092-7-9, for the installation, maintenance, use, and service of conduits and lines of the sanitary drain field sewer lines situate, located and lying on the property of Magnum Caelum, LLC, designated as Tax Map No. 092-7-9 as shown and depicted on that certain drawing attached hereto and made a part hereof as Exhibit "A".

TOGETHER with the right, privilege and authority of the Grantees, their successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will underground conduits, ducts, pipes, fixtures, and appurtenances in, on, along, through, across and under the above referred to area of deeded easement; the right to disturb the surface of said premises and to excavate thereon, and to cut down, trim, clear, and/or otherwise control the area of the easement to protect and prevent intrusion or disturbance of the sanitary sewer line; and the right of ingress and egress to and over said above referred to area of deeded easement, for the purpose of exercising and enjoying the rights herein granted, and doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed that Grantees shall have the obligation to repair and return any surface area disturbed in the installation or maintenance as set for the herein to a condition which existed prior to such installation or maintenance.

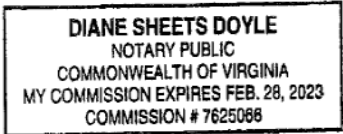
The Grantor intends that its property be bound by and subject to the herein contained easement for private septic drain field and ingress and egress and binds itself and its successors and/or assigns as owners of the servient estate and acknowledges that such easement shall bind and run with the land of Grantor for the benefit of the dominant estate of Grantees.

It is further understood and agreed between the parties hereto, that the Grantors reserve the right to use said lands in any way not inconsistent with the rights herein granted.

WITNESS the following signature and seal:

MAGNUM CAELUM, LLC
a Montana limited liability company

By: Magnum Caelum, LLC (SEAL)
Name: Chandra L. Hanson
Title: Owner
Chandra L. Hanson



STATE / COMMONWEALTH OF Virginia
CITY / COUNTY OF Pulaski, to-wit:

The foregoing instrument was acknowledged before me this 16th day of August, 2021, by Chandra Hanson the owner / Manager and authorized agent and representative of Magum Caelum, a Montana limited liability company, for and on behalf of said company.

Diane Sheets Doyle
Notary Public
My commission expires: Feb 28th 2023
My registration number: 7425066

MAHER, FERNCLIFF RD
AX20RT-VA-4; pump dosed
4(3x60") 12-14" depth on contour

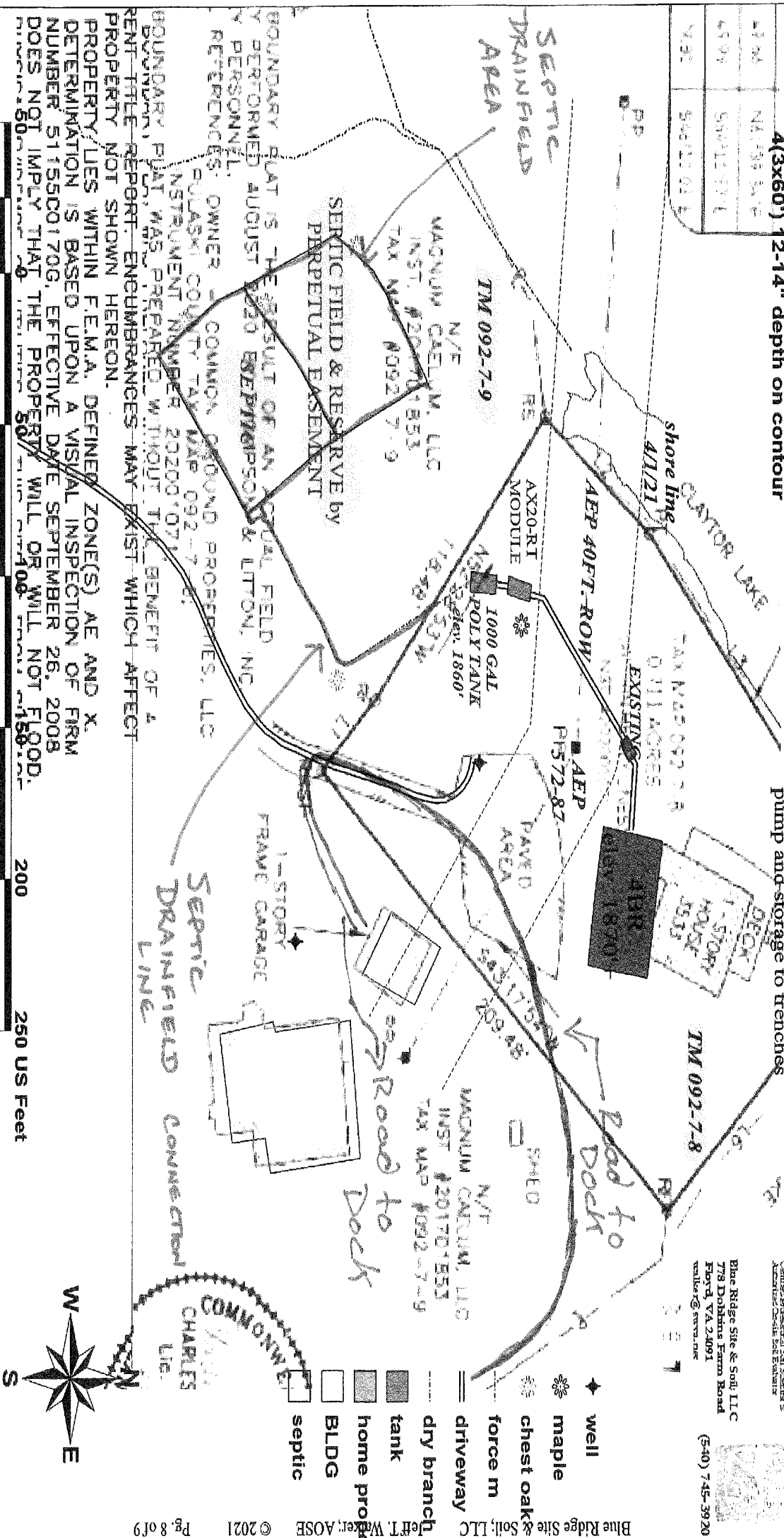
Residential system with permanent record easement
producing secondary effluent with time dose
pump and storage to trenches

Jeff T. Walker
Certified Professional Engineer &
Authorized Design Seal Expiration

Blue Ridge Site & Soil, LLC
778 Dobbin Farm Road
Floyd, VA 24091
walker@brrs.com

(540) 745-3920

4/20/21	NA/2021
4/20/21	5/20/21
4/20/21	5/20/21



Scale = 1 : 50.00 (in : US Feet)

06-10-2021

Deed of Easement to Dock through Neighboring Property

Grantee Address: 4678 Silent Creek Way, Nokomis, Florida 34275

THIS DEED OF EASEMENT, made and entered into this 5th day of May, 2023, by and between **JONATHAN R. MAHER and JILL M. MAHER**, parties of the first part, and **MAGNUM CAELUM PROPERTIES, LLC**, a Montana limited liability company, party of the second part;

WITNESSETH:

WHEREAS, Jonathan R. Maher and Jill M. Maher are the fee simple owners of that certain tract or parcel of real property with all improvements thereon and all appurtenances thereunto belonging, situate lying and being in Pulaski County, Virginia, and more particularly described as:

BEING that parcel containing **0.711 acre, more or less**, as shown and described on a map entitled "Boundary Plat of Tax Map 092-7-8 in Pulaski County, VA containing 0.711 acres," prepared by Charles H. Forbes, IV, Land Surveyor dated August 14, 2020, which plat of survey is recorded in the Office of the Circuit Court of Pulaski County, Virginia, as Exhibit "A" to Instrument Number 2020002648.

Tax Map No. 092-7-8

More commonly known as: 3533 Ferncliff Road, Pulaski VA 24301

BEING the same property conveyed to Jonathan R. Maher and Jill M. Maher from Common Ground Properties, LLC, a Virginia limited liability company, by Deed dated August 17, 2020, recorded in the aforesaid Clerk's Office as Instrument No. 2020002648; and

WHEREAS, Magnum Caelum Properties, LLC, a Montana limited liability company, is the fee simple owner of that certain adjacent lot, tract or parcel of real property with all improvements thereon and all appurtenances thereunto belonging, situate lying and being in Pulaski County, Virginia, and more particularly described as:

ALL of that **5.560 acres parcel** (Revised Tax Map 92(7)9) as shown on plat entitled "Plat of Lot Line Revision of Tax Maps 92(7)2, 92(7)9, & 92(7)10 and Subdivision Creating New Parcels A & B for Circle T. Enterprises, L.L.C., and Claytor Lake Properties, LLC", made by Charles H. Forbes, IV., L.S. of Thompson & Litton, Radford, Virginia, and recorded April 27, 2009 in the Clerk's Office of the Circuit Court of Pulaski County, Virginia as Instrument No. 090001548.

Tax Map No. 092-7-9

More commonly known as: 3537 Ferncliff Road, Pulaski VA 24301

BEING the same property conveyed to Magnum Caelum, LLC, a Montana limited liability company, by Deed dated the 1st day of April, 2021 which Deed is recorded in the aforesaid Clerk's Office as Instrument No. 202101286 and further being the same property conveyed to Magnum Caelum Properties, LLC, a Montana limited liability company, by Deed of Correction and Confirmation dated the 16th day of January, 2023 which is recorded in the aforesaid Clerk's Office as Instrument No. 202300619; and

WHEREAS, Jonathan R. Maher and Jill M. Maher, as the owners of Tax Map No. 092-7-8, desire to grant, assign and convey unto Magnum Caelum Properties, LLC as the owners of Tax Map No. 092-7-9, their successors and assigns, an easement for ingress and egress on and across the property of Jonathan R. Maher and Jill M. Maher, designated as Tax Map No. 092-7-8, for the benefit of the property of Magnum Caelum Properties, LLC designated as Tax Map No. 092-7-9, an area as generally shown on that drawing designating the perpetual easement for ingress and egress from the driveway to the dock; and

NOW, THEREFORE in consideration of the premises and the sum of TEN DOLLARS (\$10.00) cash in hand paid by Magnum Caelum Properties, LLC as the owner of the Tax Map No. 092-7-9 as Grantee, unto Jonathan R. Maher and Jill M. Maher, as the owners of Tax Map No. 092-7-8, as the Grantors, and other good and valuable consideration, the receipt all of which is hereby expressly acknowledged by the Grantors, the Grantors, Jonathan R. Maher and Jill M. Maher, as the owners of Tax Map No. 092-7-8, do hereby grant, assign and convey, with General Warranty and Modern English Covenants of Title, unto the said Grantee, Magnum Caelum Properties, LLC as the owner of Tax Map No. 092-7-9, their successors and assigns, the following described easement, to-wit:

Private easement for access to dock on Claytor Lake beginning at the southern most corner at the intersection of the driveway, in a northern direction along the driveway to the paved area, then in a northeastern direction to the property line S43°17'54"W. of Magnum Caelum Properties, LLC. N/F rough sketch is attached as Exhibit "A".

TOGETHER WITH the right, privilege and authority of the Grantee, their successors, assigns, lessees and tenants to maintain the driveway in, on, along, through and across the above referred area of deeded easement; the right to disturb the surface of said premises and to excavate thereon, and to cut down, trim, clear, and/or otherwise control the area of the easement to protect and prevent intrusion or disturbance along the area of deeded easement, including without limitation the removal of any trees in the area of the deeded easement; and the right of perpetual ingress and egress to and over said above referred to area of deeded easement, for the purpose of exercising and enjoying the rights herein granted, and doing anything necessary or useful or convenient in connection therewith, except said Grantee will not disturb the "grassy area" adjacent (northwest) to the access road in order to protect the potential drainage field as designated in Tax Map No. 092-7-9, shown and depicted on that certain drawing attached as Exhibit "A" to the Easement Deed dated August, 2021, recorded in the Pulaski Clerk's Office as Instrument Number 20210339, and re-recorded in the Pulaski Clerk's Office as Instrument

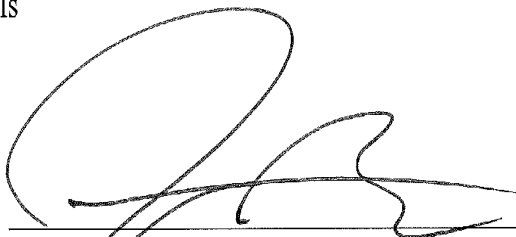
Number 202203004.

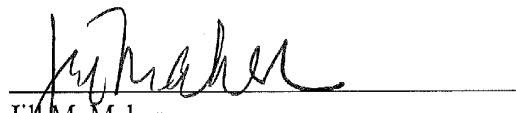
It is understood and agreed that Grantee shall have the obligation to repair and return any surface area disturbed in the installation or maintenance as set forth herein to a condition which existed prior to such installation or maintenance and that said Grantee share bear all costs for such repair.

The Grantors intend that its property be bounded by and subject to the herein contained easement for ingress and egress for the dock access on Claytor Lake and bind itself and its successors and/or assigns as owners of the servient estate and acknowledge that such easement shall bind and run with the land of the Grantors for the benefit of the dominant estate of Grantee.

It is further understood and agreed that between the parties hereto, that the Grantors reserve the right to use the said lands in any way not inconsistent with the rights herein granted.

WITNESS the following signatures and seals


Jonathan R. Maher

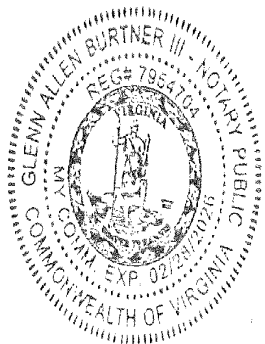

Jill M. Maher

STATE OF Virginia)
) ss.
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 5th day of May, 2023, by Jonathan R. Maher and Jill M. Maher, parties of the first part.

My commission expires: 02-28-2026

My commission registration: 7954704




Notary Public

MAGNUM CAELUM PROPERTIES, LLC

Chandra Hanson
By: Chandra Hanson, sole member

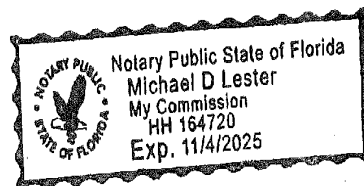
STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

~~2022~~ 2023 The foregoing instrument was acknowledged before me this 16th day of January 2022, by Chandra Hanson, sole member of Magnum Caelum Properties, LLC on behalf of the limited liability company.

My commission expires: 11/04/2025

My commission registration: HH164720

Michael D Lester
Notary Public




THOMPSON & LYCOM
 6726 University Park Drive
 Suite 3100
 Reston, Virginia 20191
 800/838-6666

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of March 13th, 2026, between Magnum Caelum Properties, LLC By and Through Chandra L. Hanson owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____

(hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

1. Real Property. Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Pulaski, Virginia, and described as:

2. Legal Description –

+/- 5.56 acres and improvements; Tax ID: R004073 0; Map #: 092-007-0000-0009; DB 2023 PG 0619

More Commonly Known As – 3537 Ferncliff Rd., Pulaski, VA 2430

3. Purchase Price. The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____
(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

4. Deposit. Purchaser has made a deposit with the Auction Company, of \$10,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. Settlement Agent and Possession. Settlement shall be made at Attorney or Title Company of Purchasers Choice on or before April 27th, 2026 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

Seller's Initials _____

Purchaser's Initials _____

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may

Seller's Initials _____

Purchaser's Initials _____

void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(e) **Notice of Principal Residence.** Purchaser does ____ or does not ____ intend to occupy the Property as Purchaser's principal residence.

(f) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1975 and lead base paint disclosures apply.

Seller's Initials _____

Purchaser's Initials _____

(h) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

7. **Standard Provisions.**

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In

Seller's Initials _____

Purchaser's Initials _____

addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

Seller's Initials _____

Purchaser's Initials _____

- (i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.
- (ii) **Other:**
- A. A shared driveway and associated right-of-way (ROW) provide access to neighboring properties. A portion of this shared access goes through this property. The shared driveway serves as access for the following properties: 3555 Ferncliff Rd, 3545 Ferncliff Rd, 3537 Ferncliff Rd, 3533 Ferncliff Rd, 3521 Ferncliff Rd, and 3515 Ferncliff Rd.
 - B. Property located at 3533 has an easement to drain field located at NW corner of the property (3537 Ferncliff Rd.) This is a shared drain field by this property (3537 Ferncliff Rd) and neighbor (3533 Ferncliff Rd.)
 - C. This property has a road that goes down to the lake and dock areas. A portion of this road goes through neighbor's property located at 3533 Ferncliff Road. There is a right of way for that road to access dock and lake.
 - D. Bidder acknowledges that property is subject to covenants and restrictions, and a road maintenance agreement. Bidder has reviewed both documents provided by auctioneer.
 - E. Ferncliff Road is not state maintained.

Seller's Initials _____

Purchaser's Initials _____

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

Magnum Caelum Properties, LLC (Seller)
By and Through Chandra L. Hanson

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Seller's Initials _____

Purchaser's Initials _____



SUMMARY OF RIGHTS AND OBLIGATIONS OF SELLERS AND PURCHASERS UNDER THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-700 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages. The disclosures will be current as of the date of delivery. The seller will not be required to provide updated or additional disclosures if a transaction pursuant to a ratified real estate contract proceeds to settlement after the effective date of legislation amending any of the disclosures under § 55.1-700, provided that the correct disclosures were delivered under the law in effect at the time of delivery. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES web page (https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/) for important information about the real property. Purchasers are advised to consult the webpage.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page (https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/). Purchaser is advised to exercise whatever due diligence purchaser deems necessary, including a home inspection, as defined in Virginia Code § 54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is received after final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U.S. Mail, postage prepaid, at or prior to the earliest of (i) three days after receiving the statement (if delivered in person); (ii) five days after postmark (if sent by U.S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or

occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS. Purchasers should be aware that in providing a disclosure statement:

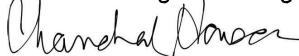
1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in §54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a property survey and contacting the locality to determine zoning ordinances or lot coverage, height, or setback requirements on the property.
3. The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.
4. The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
5. The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
6. The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at <http://sex-offender.vsp.virginia.gov/sor/>.
7. The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
8. The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
9. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
10. The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information Website operated by the Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.
11. The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems

necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract; and

12. The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ [15.2-5152](#) et seq.) of Chapter 51 of Title 15.2 of the Virginia Code and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § [15.2-5157](#), but in any event, prior to settlement pursuant to such contract.
13. The seller represents that there are no pending enforcement actions pursuant to the Virginia Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.
14. The seller makes no representations with respect to whether the property is located on or near deposits of marine clays (marumscos soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with the terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
15. The seller makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
16. The seller makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free", in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
17. The seller makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this paragraph, "defective drywall" means the same as that term is defined in Virginia Code § 36-156.1.
18. The seller makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below.



01/13/2026 (Date)

(Date)

(Date)

(Date)



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) requires the owner of certain residential real property - whenever the property is to be sold or leased with an option to buy - to provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

PROPERTY ADDRESS/

LEGAL DESCRIPTION: 3537 Ferncliff Rd., Pulaski, VA 24301

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:

https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

Chanelle Nance

Owner

Owner

01/13/2026

Date

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser

Purchaser

Date

Date



VIRGINIA REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
(Purchase)



This disclosure applies to the property(ies) in the City or County of Pulaski and is described as follows:
3537 Ferncliff Rd., Pulaski, VA 24301

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.

Sellers' Disclosures (each Seller initial in each space and check the appropriate box after each space)

CUA

(a) Presence of lead-based paint hazards (check one below):

- ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing: (Explain): _____

CUA

(b) Records and reports available to the seller (check one below):

- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.
☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents): _____

Purchasers' Acknowledgments (each purchaser initial in each space and check the appropriate box after space (e))

_____ (c) Purchaser has received copies of all available information listed above.

_____ (d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home.", available at <https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portfolio-color-2020-508.pdf>

_____ (e) Purchaser has (check one below):

- ☐ 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
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.

Agents' Acknowledgments (each agent involved in this transaction receiving compensation from the seller must initial in the appropriate space)

_____ (f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and Agent is aware of his/her responsibility to ensure compliance.

_____ (g) Purchaser's agent (if agent will receive any compensation from seller or seller's agent) has been assured the seller is aware of the seller's obligations under 42 U.S.C. 4852d, or the Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d, and Agent is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify that, to the best of their knowledge, the information provided by the signatory is true and accurate.

01/13/2026 / Chanelle Dancer
 Date Seller

_____/_____
 Date Purchaser

01/13/2026 / Matt Gallimore
 Date Agent

_____/_____
 Date Agent

For informational purposes only:

Firm: _____ Firm: _____

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VAR Form 1350 Revised 07/23

Reviewed 07/23

Matt Gallimore

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Phone: 5407452005

Fax: 5407454401

Tax Map No. 092-007-0000-0002, 092-007-0000-0009 & 092-007-0000-0010

Declaration of Covenants and Restrictions

THIS DECLARATION is made this 28th day of March, 2009, by **Claytor Lake Properties, LLC** and **Circle T Enterprises, LLC**, each to be indexed as both Grantor and Grantee.

WITNESSETH THAT:

Claytor Lake Properties, LLC is the owner of 58.46+/- acres identified as Pulaski County Tax Map Parcel No. 092-007-0000-0002, Circle T Enterprises, LLC is the owner of .68+/- acres identified as Pulaski County Tax Map Parcel No. 092-007-0000-0009 and Circle T Enterprises, LLC is the owner of 9.49+/- acres identified as Pulaski County Tax Map Parcel No. 092-007-0000-0010, all of which together are more fully described on a survey map entitled, "Plat Of Lot Line Revision Of Tax Maps 92(7)2, 92(7)9 & 92(7)10 And Subdivision Creating New Parcels A & B For Circle T Enterprises, L.L.C. And Claytor Lake Properties, L.L.C." dated February 26, 2009 and prepared by Charles L. Forbes, IV, Thompson & Litton ("the Survey"), a copy of which is attached hereto and incorporated herein by reference (the Property"). Claytor Lake Properties, LLC and Circle T Enterprises, LLC shall be referred to collectively as "Owner" in this document.

The Owner intends by this Declaration to impose upon the Property mutually beneficial restrictions concerning the overall development of the Property and to establish a general plan of improvement for the benefit of all present and future owners of the Property or any part thereof.

Accordingly, Owner hereby declares that all of the Property shall be held, sold, and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the Property and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, successors-in-title and assigns and shall inure to the benefit of each owner thereof:

1. These covenants and restrictions are made covenants running with the land and shall be binding on all lot owners, their heirs, devisees or assigns for a period of thirty (30) years from the date hereof.
2. Minimum living space shall be as follows:
 - a. Single-story dwelling shall have a minimum floor space of 1,800 square feet;
 - b. One and one-half story dwelling shall have a minimum floor space of 2,000 square feet; and

- c. Two-story dwelling must have a minimum floor space of 2,200 square feet.
3. There shall be an exception to the minimum living space requirements established in paragraph 2 above for log cabins which are built in the wooded sections of the Property. Log cabins built in the wooded portions of the Property shall have a minimum floor space of 1,200 square feet. Log cabins built elsewhere on the Property and dwellings of any other type of construction shall comply with the minimum floor space requirements set forth in paragraph 2 above.
 4. No single-wide, double-wide or triple-wide mobile homes are permitted.
 5. No structure of a temporary character, camper or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence, either temporarily or permanently.
 6. Dwellings shall be well maintained so as to prevent unsightly conditions or the structure falling into disrepair.
 7. No residence shall have exposed concrete, cinder or masonry foundation extend above finish grade so as to be visible from an adjoining property.
 8. Any further subdivision of these tracts must be in accordance with Pulaski County requirements. Any tracts created by re-subdivision shall be subject to these Covenants and Restrictions.
 9. Trash, garbage or other waste shall not be kept except in sanitary containers. No tractor-trailers, non-operating vehicles or unlicensed automobiles, unused objects or apparatus, or clutter of any kind shall be permitted to remain on any parcel or any portion thereof.
 10. No noxious animals shall be kept on the Property and no offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become obnoxious, a nuisance or a health hazard to the neighborhood. This does not prevent having horses, cattle or other such livestock on the Property.
 11. All fencing that runs along any road shown on the Survey or that would be clearly visible from any road must be wood or split rail fencing. Other types of fencing such as wire pasture fencing shall be permitted in other areas not clearly visible from a road.
 12. Should any proceeding at law or in equity decree that any one or part of any one of the foregoing covenants and restrictions is invalid, the same will not invalidate all or any part of the remaining covenants and restrictions.

WITNESS the following signatures and seals:



CLAYTOR LAKE PROPERTIES, LLC

By: Donnie W. Turner
Its: Managing Member



CIRCLE T ENTERPRISES, LLC

By: Donnie W. Turner
Its: Managing Member

Commonwealth of Virginia)

County/City of Pulaski)

) To-wit:

I HEREBY CERTIFY that on this 2 day of APRIL, 2009, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared Donnie W. Turner and acknowledged the foregoing instrument.

My commission expires: 10/31/2010 # 7062050

Charlene Ruffner
Notary Public

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985142

This Road Maintenance Agreement is made this 10th day of February, 1998, by and between:

JAMES R. NEIGHBORS & ANN B. NEIGHBORS,
 RICHARD H. MANSELL, JR. & CAROLE PRATT MANSELL,
 RICHARD H. MANSELL, SR. & MILDRED JAY MANSELL, *- Not properly executed*
 IRA S. CRAWFORD & BETTY LOU CRAWFORD,
 TIMOTHY C. SUTPHIN,
 JOHN R. COLE & CELIA M. COLE,
 ERISMAN C. TATE,
 W. RAYMOND HOOKEY & LIESELOTTE HOOKEY,
 ARNOLD LEE HEDGE & DIANNE HARKRADER HEDGE,
 ROBERT THEFORD HEDGE,
 ANGELA LEE HEDGE,
 KATHRYN REED BAYLESS,
 EVELYN H. TATE,

herein collectively called Landowners or the parties.

(Index all parties as both grantors and grantees).

WITNESSETH

Whereas, Landowners are all of the present title owners of properties located in "Tate Estates" in the Ingles Magisterial District of Pulaski County, Virginia, access to/from all of which properties is by a private roadway, located within the area of a non-exclusive right of way, leading from/to Virginia Secondary Route 672, as such right of way was granted in a series of deeds of easement, most dated April 19, 1989, most recorded in the Pulaski County Circuit Court Clerk's Office in Deed Book 471, pages 434, *et seq.*; and

Whereas, Landowners desire to effect a new agreement to better provide for maintenance of the private roadway;

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 Page: 1 of 8



LR1998005142

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Therefore, for adequate consideration, Landowners agree, for themselves and their respective heirs, assigns, and successors in interest, as covenants running with the respective lands of all parties, that:

1. The road maintenance Agreement, dated April 19, 1989, recorded in the Pulaski County Circuit Court Clerk's Office in Deed Book 471, page 424, is hereby vacated and nullified in its entirety and superseded by this agreement.
2. The title owner(s) of each lot in "Tate Estates" with a residential dwelling unit (whether temporary/seasonal or permanent/year-around) thereon (a "contributing lot") shall be jointly obligated to effect regular annual and emergency annual road maintenance and to pay for the cost thereof by assessments (as provided below). The minimum number of such contributing lots shall initially be 10 (based on the present number of dwelling units), and shall never be less than 10 no matter how many lots any particular Landowner(s) may now or later own, but shall increase whenever any new/additional residential dwelling units are constructed/established on any existing or newly created (by sub-division or otherwise) lot(s). Such lots shall become contributing lots beginning as of the year in which the new/additional dwelling is first occupied. Any and all subsequent grantees of any Landowner, whether a grantee of a portion or all of the property of any Landowner, shall automatically become subject to the terms of this agreement as a party.
3. Voting for all purposes hereunder shall be on a per contributing lot basis: one vote per contributing lot. Non-contributing lots shall have no vote. Co-owners (e.g., husband & wife), no matter how many there are, of a contributing lot together have only one vote for that lot. Subject to the provisions below, the vote of a simple majority (>50%) of the then current owners of contributing lots may determine when and what maintenance is to be performed. At least 75% of the then current owners of contributing lots must vote for any emergency assessment, and the vote and the emergency assessment can be only for the then current year. At least 87.5% of the then current owners of contributing lots must vote in favor of any addition, modification, revocation, or rescission to/of this agreement, which must (1) be in writing, (2) be recorded in the Pulaski County Circuit Court Clerk's Office, (3) affirmatively state under oath that such changes were effected in full compliance with the terms of this agreement, and (4) be signed and acknowledged by all those so voting. At least one meeting of all Landowners shall be held annually, and other special meetings may, and shall, be held on request of at least 50% of the then current Landowners. Ten days prior written notice shall be given to all Landowners for any and all

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meetings.

4. The regular, annual road maintenance assessment shall be \$200.00 per contributing lot. The emergency, annual road maintenance assessment may be up to \$100.00 per contributing lot. All road maintenance assessment monies shall be maintained in a separate bank account, as a trust fund, and any and all interest earned on that account shall become part of the road maintenance fund, and shall be used solely for effecting road maintenance (as defined herein). Any Landowner may inspect all records related to assessments, collections, and expenditures of road maintenance monies at any time after reasonable, prior notice to the custodian of such records.

5. All Landowners shall remit all assessments to the designated Landowner who is "treasurer" at that time within 30 calendar days of his/her/their receipt of the billing therefor. At any time after 30 days after any annual or emergency assessment payment is due but remains unpaid, the other Landowners collectively may record and enforce a lien against the property of any Landowner who does not fully pay his/her/their annual assessment as billed, in accordance with the current provisions of Virginia Code §55-516.B-G. Any and all such liens shall be and remain subordinate to any and all existing mortgage (deed of trust) liens, to any and all subsequent, *purchase money* mortgage (deed of trust) liens, and to any and all refinance mortgage (deed of trust) liens of any of the foregoing mortgage liens, at any time, on any parties' respective property(-ies).

6. a. As used in this agreement, "road maintenance" includes, but is not limited to, gravel replacement, other road resurfacing, paving, grading/scraping, erosion control, ditching/drainage work, brush cutting, and snow and storm debris removal, and labor therefor.

b. Any paving of the roadway using maintenance funds shall begin at the intersection with Route 672 and work from there, and any paving of branches of the road shall be in equal proportion.

c. Notwithstanding the terms of this agreement, any Landowner(s), at his/her/their own expense, may voluntarily improve or maintain all or any part of the roadway, including, but not limited to, full or partial paving.

d. Nothing here shall *obligate* the parties to improve or upgrade the roadway to a better condition than that which exists as of the date hereof, but by majority vote, as provided above, the parties may elect to do so at any time.

e. Each Landowner hereby consents to entry onto that portion of his/her/their property, on a temporary basis, as is necessary to effect periodic maintenance of the roadway.





7. The terms of this agreement may be enforced by any party in privity of contract or estate hereunder, civilly at law and/or in equity, and in the case of any misappropriation of road maintenance funds by any trustee(s) thereof, criminally. In the event of civil enforcement against any of the parties to this agreement or their successors, they shall be additionally liable to the plaintiff(s) in such litigation for plaintiffs' litigation costs and attorneys' fees if they are adjudged to be in breach of this agreement. No road maintenance monies may be used to pay any attorney's fees or litigation costs whatsoever.

8. All Landowners hereby affirm that the right of way within which the subject roadway is located constitutes a private, non-exclusive, easement appurtenant to each lot in "Tate Estates" for access to/from each such lot to Route 672, and that the roadway shall remain private and shall not be dedicated, in whole or in part, to/for public use or maintained by any governmental entity.

9. This agreement shall become effective and binding only after all Landowners have signed and acknowledged this agreement, and it has been duly recorded in the Pulaski County Circuit Court Clerk's Office.

Witness the following signatures and seals of the parties.

James R. Neighbors (Seal)
James R. Neighbors

Ann B. Neighbors (Seal)
Ann B. Neighbors

Richard H. Mansell, Jr. (Seal)
Richard H. Mansell, Jr.

A. Carole Pratt (Seal)
A. Carole Pratt Mansell

Not Property owner - This (Seal)
Richard H. Mansell, Sr.

Property Purchased by Hathorn A. Bayless (Seal)
Mildred Jay Mansell

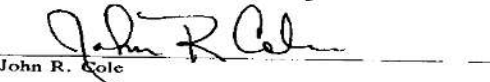
Ira S. Crawford (Seal)
Ira S. Crawford

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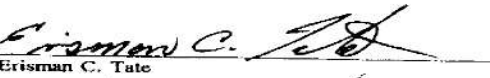
R-0527 PAGE 0778

 (Seal)
Betty Lou Crawford

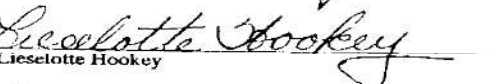
 (Seal)
Timothy C. Saphin

 (Seal)
John R. Cole

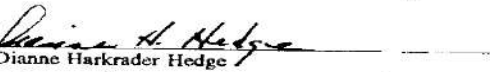
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Celia M. Cole

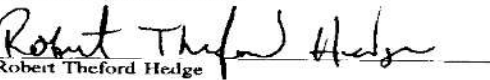
 (Seal)
Erisman C. Tate

 (Seal)
W. Raymond Hookey

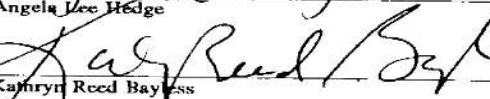
 (Seal)
Lieselotte Hookey

 (Seal)
Arnold Lee Hedge

 (Seal)
Dianne Harkrader Hedge

 (Seal)
Robert Theford Hedge

 (Seal)
Angela Lee Hedge

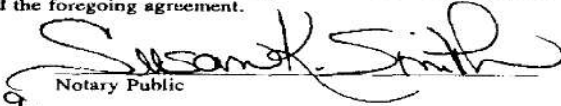
 (Seal)
Kathryn Reed Bayless

 (Seal)
Evelyn H. Tate



COMMONWEALTH OF VIRGINIA, at large:

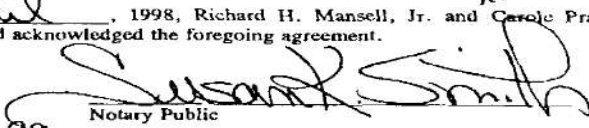
This 18th day of March, 1998, James R. Neighbors and Ann B. Neighbors each personally appeared before me and acknowledged the foregoing agreement.


Notary Public

My commission expires: 12-31-99.

COMMONWEALTH OF VIRGINIA, at large:

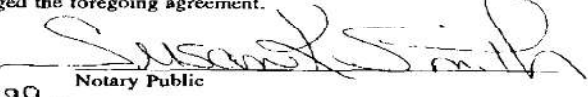
This 3rd day of April, 1998, Richard H. Mansell, Jr. and ^{A.}Carole Pratt ~~Mansell~~ each personally appeared before me and acknowledged the foregoing agreement.


Notary Public

My commission expires: 12-31-99.

COMMONWEALTH OF VIRGINIA, at large:

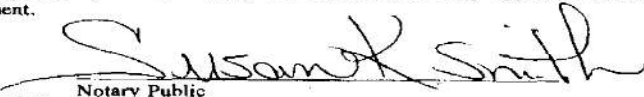
This 18th day of MARCH, 1998, Ira S. Crawford and Betty Lou Crawford each personally appeared before me and acknowledged the foregoing agreement.


Notary Public

My commission expires: 12-31-99.

COMMONWEALTH OF VIRGINIA, at large:

This 3rd day of APRIL, 1998, Timothy C. Sutphin personally appeared before me and acknowledged the foregoing agreement.


Notary Public

My commission expires: 12-31-99.



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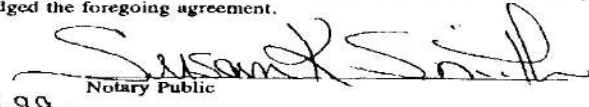
COMMONWEALTH OF VIRGINIA, at large:

This 1st day of APRIL, 1998, Erisman C. Tate personally appeared before me and acknowledged the foregoing agreement.


Notary PublicMy commission expires: 12-31-99.

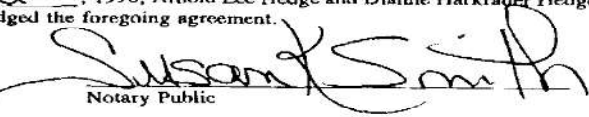
COMMONWEALTH OF VIRGINIA, at large:

This 21st day of AUGUST, 1998, W. Raymond Hookey and Lieselotte Hookey each personally appeared before me and acknowledged the foregoing agreement.


Notary PublicMy commission expires: 12-31-99.

COMMONWEALTH OF VIRGINIA, at large:

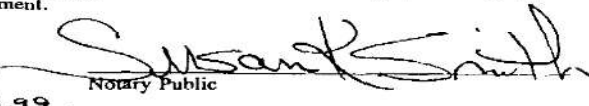
This 1st day of April, 1998, Arnold Lee Hedge and Dianne Harkrader Hedge each personally appeared before me and acknowledged the foregoing agreement.


Notary Public

My commission expires: _____.

COMMONWEALTH OF VIRGINIA, at large:

This 3rd day of April, 1998, Robert Theford Hedge personally appeared before me and acknowledged the foregoing agreement.


Notary PublicMy commission expires: 12-31-99.

COMMONWEALTH OF VIRGINIA, at large:

This 3rd day of April, 1998, Angela Lee Hedge personally appeared before me and acknowledged the foregoing agreement.


Notary PublicMy commission expires: 12-31-99.

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STATE OF VIRGINIA
 COUNTY OF PULASKI

This 11th day of APRIL, 1998, Kathryn Reed Bayless personally appeared before me and acknowledged the foregoing agreement.

Susan K. Smith
 Notary Public

My commission expires: 12-31-99.

COMMONWEALTH OF VIRGINIA, at large:

This 10 day of February, 1998, Evelyn H. Tate personally appeared before me and acknowledged the foregoing agreement.

Kathy M. Warden
 Notary Public

My commission expires: 1-31-99.

INSTRUMENT #98005142
 RECORDED IN THE CLERK'S OFFICE OF
 PULASKI COUNTY ON
 SEPTEMBER 4, 1998 AT 02:00PM
 R. GLENNWOOD LOOKABILL, CLERK
 BY: Candlyn H. Safeuright (DC)

0.5: 0527 PAGE 0781

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