

THIS DEED Made and entered into this the 28th day of August, 1969, by and between GBJ ENTERPRISES, INC., a Virginia Corporation, party of the first part, and THOMAS W. GIBSON and CAROLE T. GIBSON, HIS WIFE, party(ies) of the second part.

* W I T N E S S E T H *

That for and in consideration of the sum of FIVE DOLLARS (\$5.00), and other valuable considerations, cash in hand paid by the party(ies) of the second part to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT, BARGAIN, SELL and CONVEY with GENERAL WARRANTY OF TITLE and the ENGLISH COVENANTS OF TITLE, unto the parties of the second part, as tenants by the entireties, with the right of survivorship as at Common Law, all that certain lot or parcel of land situate in Alleghany County, Virginia, and being known and designated as LOT NUMBER ONE (1), as shown on a certain plat entitled "Section No. 3 Cool Valley Summer Estates," made by Eugene L. Huffman, C.L.S., which plat is attached to the Dedication of Section No. 2 and Section No. 3 Cool Valley Summer Estates, and was recorded in the Clerk's Office of the Circuit Court of Alleghany County, Virginia, on August 27, 1969.

The real property hereby conveyed is a portion of that which was conveyed to the party of the first part by the following three (3) deeds, to-wit:

(1) That certain deed from Dessie J Armentrout, Widow, and others, dated August 26, 1968, and recorded in said Clerk's Office in Deed Book 187, at Page 129.

(2) That certain deed from John W Smith, Jr., and others, dated August 26, 1968, and recorded in said Clerk's Office in Deed Book 187, at Page 132.

(3) That certain deed from R B. Stephenson, Jr., Special Commissioner, dated September 6, 1968, and recorded in said Clerk's Office in Deed Book 187, at Page 221.

The camp sites as shown on said plat are subject to the following covenants, restrictions, reservations and conditions which are hereby made covenants running with the land and shall be binding upon each purchaser and grantee of every camp site as shown on said plat, and on their heirs, devisees, personal representatives, and successors and assigns, and the following covenants, restrictions, reservations and conditions shall be fully set forth in each and every deed from the undersigned to the grantee or grantees named therein, and, in compliance with a resolution of the Board of Supervisors of Alleghany County, Virginia, duly adopted on the 20th. day of August, 1968, no such deed shall be recorded in the aforesaid Clerk's Office unless and until the following covenants, restrictions, reservations and conditions are set forth in said deed and unless and until the grantees in said

deed have signed and acknowledged the same. The covenants, restrictions, reservations and conditions are as follows:

(1) The grantees, by joining into this deed, hereby understand, covenant and agree that the lane or road as shown on the plat of "Cool Valley Summer Estate" is not publicly maintained and will not be publicly maintained - it being merely a means of access to and from the camp sites as shown on said plat; and that in order for the same to be publicly maintained, the burden will be upon the grantees, either acting alone or with the other owners of camp sites shown on said plat, to perform at their cost all acts necessary to build an improved highway so as to meet the requirements of and be accepted by the Department of Highways of the Commonwealth of Virginia - it being clearly and distinctly understood by the grantees that no obligations whatever shall rest upon the grantor, the County of Alleghany or The Department of Highways for the development and improvement of said lane or road, and that said camp sites, although not restricted against, are not intended for permanent dwellings. Moreover, it is distinctly understood that Alleghany County, Virginia, assumes no liability for public services of any kind.

(2) Should the grantees desire to secure water for said camp site for domestic use, they understand and agree that the securing of same will be at their cost and that they shall fully comply with all laws, rules and regulations of the Department of Health of the Commonwealth of Virginia with respect thereto.

(3) The lane or road shown on said plat shall be an easement of right of way appurtenant to all of the camp sites shown on said plat, the use of which shall be enjoyed jointly by all such owners subject to the provisions of Paragraph (1) as hereinbefore set forth.

(4) The grantor hereby reserves an easement for utilities in and along the side of said lane or road for any utilities which may at anytime locate, install and construct its facilities for the use and benefit of the camp sites shown on said plat.

(5) No outdoor toilets shall be permitted on any of said camp sites. No toilets shall be maintained on any of the camp sites shown on said plat unless such toilets are properly connected to a sewer line, or if a sewer line is not accessible, then unless such toilets are properly connected to a septic tank of a design and construction approved by the State Board of Health of the Commonwealth of Virginia, and its installation shall be

(6) Each camp site shall be kept clean and free from debris and unsightly articles and from offensively odorous substances, and no nuisance shall be done or suffered thereon.

(7) Every camp site owner shall have an easement of right of way in common with all other camp site owners over, along and through the entrance lane or road which extends from State Highway Route 600 over certain remaining land of the grantor to the camp sites as shown on said plat; provided that the grantor, its successors and assigns, reserve the right to use said entrance lane or road in common with said camp site owners.

IN WITNESS WHEREOF, GBJ ENTERPRISES, INC., has caused this deed to be executed on its behalf by George E. Garten, Its President, and its corporate seal to be hereunto affixed and attested by Frederick F. Johnson, Its Secretary, both of whom are duly authorized to act hereunto this the day and year first above written.

WITNESS the following signatures and seals of the part(y)ies of the second part this the day and year first above written.

GBJ ENTERPRISES, INC., a Virginia Corporation.



By: George E. Garten
Its President

ATTEST:

Frederick F. Johnson
Its Secretary

Thomas W. Gibson
THOMAS W. GIBSON

Carole T. Gibson
CAROLE T. GIBSON

STATE OF VIRGINIA,

CITY OF COVINGTON, to-wit:

I, Carolyn Drake, a Notary Public in and for the City and State aforesaid, do hereby certify that GEORGE E. GARTEN, and FREDERICK F. JOHNSON, whose names are signed to the foregoing writing dated August 28, 1969, as PRESIDENT and SECRETARY, respectively, of GBJ ENTERPRISES, INC., have each this day acknowledged the same before me in the City and State aforesaid.

Given under my hand this 28th day of August, 1969.

My Commission Expires: 2-2-71

Carolyn Drake

(6) Each camp site shall be kept clean and free from debris and unsightly articles and from offensively odorous substances, and no nuisance shall be done or suffered thereon.

(7) Every camp site owner shall have an easement of right of way in common with all other camp site owners over, along and through the entrance lane or road which extends from State Highway Route 600 over certain remaining land of the grantor to the camp sites as shown on said plat; provided that the grantor, its successors and assigns, reserve the right to use said entrance lane or road in common with said camp site owners.

IN WITNESS WHEREOF, GBJ ENTERPRISES, INC., has caused this deed to be executed on its behalf by George E. Garten, Its President, and its corporate seal to be hereunto affixed and attested by Frederick F. Johnson, Its Secretary, both of whom are duly authorized to act hereunto this the day and year first above written.

WITNESS the following signatures and seals of the party(ies) of the second part this the day and year first above written.

GBJ ENTERPRISES, INC., a Virginia Corporation.



By: George E. Garten
Its President

ATTEST:

Frederick F. Johnson
Its Secretary

Frank M. Rhodes
FRANK M. RHODES

Lucille E. Rhodes
LUCILLE E. RHODES

STATE OF VIRGINIA,
CITY OF COVINGTON, to-wit:

I, Carolyn Droke, a Notary Public in and for the City and State aforesaid, do hereby certify that GEORGE E. GARTEN, and FREDERICK F. JOHNSON, whose names are signed to the foregoing writing dated August 28, 1969, as PRESIDENT and SECRETARY, respectively, of GBJ ENTERPRISES, INC., have each this day acknowledged the same before me in the City and State aforesaid.

Given under my hand this 28th day of August, 1969.

My Commission Expires: 8-2-71

THIS DEED Made and entered into this the 28th day of August 1969, by and between GBJ ENTERPRISES, INC., a Virginia Corporation, party of the first part, and FRANK M. RHODES and LUCILLE E. RHODES, HIS WIFE party(ies) of the second part.

* W I T N E S S E T H *

That for and in consideration of the sum of FIVE DOLLARS (\$5.00), and other valuable considerations, cash in hand paid by the party(ies) of the second part to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT, BARGAIN, SELL and CONVEY with GENERAL WARRANTY OF TITLE and the ENGLISH COVENANTS OF TITLE, unto the parties of the second part, as tenants by the entireties, with the right of survivorship as at Common Law, all that certain lot or parcel of land situate in Alleghany County, Virginia, and being known and designated as LOT NUMBER TWO (2), as shown on a certain plat entitled, "Section No. 3 Cool Valley Summer Estates," made by Eugene L. Huffman, C.L.S., which plat is attached to the Dedication of Section No. 2 and Section No. 3 Cool Valley Summer Estates, and was recorded in the Clerk's Office of the Circuit Court of Alleghany County, Virginia, on August 27, 1969.

The real property hereby conveyed is a portion of that which was conveyed to the party of the first part by the following three (3) deeds, to-wit:

(1) That certain deed from Dessie J Armentrout, Widow, and others, dated August 26, 1968, and recorded in said Clerk's Office in Deed Book 187, at Page 129.

(2) That certain deed from John W Smith, Jr., and others, dated August 26, 1968, and recorded in said Clerk's Office in Deed Book 187, at Page 132.

(3) That certain deed from R B. Stephenson, Jr., Special Commissioner, dated September 6, 1968, and recorded in said Clerk's Office in Deed Book 187, at Page 221.

The camp sites as shown on said plat are subject to the following covenants, restrictions, reservations and conditions which are hereby made covenants running with the land and shall be binding upon each purchaser and grantee of every camp site as shown on said plat, and on their heirs, devisees, personal representatives, and successors and assigns, and the following covenants, restrictions, reservations and conditions shall be fully set forth in each and every deed from the undersigned to the grantee or grantees named therein, and, in compliance with a resolution of the Board of Supervisors of Alleghany County, Virginia, duly adopted on the 20th. day of August, 1968, no such deed shall be recorded in the aforesaid Clerk's Office unless and until the following covenants, restrictions, reservations and conditions are

deed have signed and acknowledged the same. The covenants, restrictions, reservations and conditions are as follows:

(1) The grantees, by joining into this deed, hereby understand, covenant and agree that the lane or road as shown on the plat of "Cool Valley Summer Estate" is not publicly maintained and will not be publicly maintained - it being merely a means of access to and from the camp sites as shown on said plat; and that in order for the same to be publicly maintained, the burden will be upon the grantees, either acting alone or with the other owners of camp sites shown on said plat, to perform at their cost all acts necessary to build an improved highway so as to meet the requirements of and be accepted by the Department of Highways of the Commonwealth of Virginia - it being clearly and distinctly understood by the grantees that no obligations whatever shall rest upon the grantor, the County of Alleghany or The Department of Highways for the development and improvement of said lane or road, and that said camp sites, although not restricted against, are not intended for permanent dwellings. Moreover, it is distinctly understood that Alleghany County, Virginia, assumes no liability for public services of any kind.

(2) Should the grantees desire to secure water for said camp site for domestic use, they understand and agree that the securing of same will be at their cost and that they shall fully comply with all laws, rules and regulations of the Department of Health of the Commonwealth of Virginia with respect thereto.

(3) The lane or road shown on said plat shall be an easement of right of way appurtenant to all of the camp sites shown on said plat, the use of which shall be enjoyed jointly by all such owners subject to the provisions of Paragraph (1) as hereinbefore set forth.

(4) The grantor hereby reserves an easement for utilities in and along the side of said lane or road for any utilities which may at anytime locate, install and construct its facilities for the use and benefit of the camp sites shown on said plat.

(5) No outdoor toilets shall be permitted on any of said camp sites. No toilets shall be maintained on any of the camp sites shown on said plat unless such toilets are properly connected to a sewer line, or if a sewer line is not accessible, then unless such toilets are properly connected to a septic tank of a design and construction approved by the State Board of Health of the Commonwealth of Virginia, and its installation shall be inspected by and shall be done under the supervision of said State Board of Health.

ADDENDUM

RE: Kenneth D. Ambrose
Loan #6920711896

All those certain two (2) lots or parcels of land situate in Alleghany County, Virginia, and being known and designated as LOT NUMBERS ONE (1) and TWO (2), as shown on a certain plat entitled, "SECTION NO. 3 COOL VALLEY SUMMER ESTATES," made by Eugene L. Huffman, C.L.S., which plat is attached to the Dedication of Section No. 2 and Section No. 3 Cool Valley Summer Estates, and was recorded in the Clerk's Office of the Circuit Court of Alleghany County, Virginia, on August 27, 1969, in Plat Book 22, at Page 24 (Slide 328); and being the same property conveyed to Kenneth D. Ambrose by deed dated May 13, 2003, which deed is to be recorded immediately prior to the recordation of this deed of trust, reference to which deeds is hereby made for further particulars.

Said Lot Number One (1) is conveyed subject to those certain covenants, restrictions, reservations and conditions as set out in deed dated August 28, 1969, from GBJ Enterprises, Inc., to Thomas W. Gibson and wife, of record in said Clerk's Office in Deed Book 190, at Page 629, reference to which is hereby made for further particulars.

Said Lot Number Two (2) is conveyed subject to those certain covenants, restrictions, reservations and conditions as set out in deed dated August 28, 1969, from GBJ Enterprises, Inc., to Frank M. Rhodes and wife, of record in said clerk's Office in Deed Book 191, at Page 119, reference to which is hereby made for further particulars.

No warranty of title is made as to the portion of said lots which lie within the banks of Potts Creek.

VIRGINIA: In the Alleghany County Circuit Court clerk's office. This instrument is admitted to record at 12:49 PM on May 15, 2003. Taxes Paid: Sect. 58.1-802 \$ - 0 - and State Tax: \$ 116.85.

TESTE: MICHAEL D. WOLFE, CLERK
by B. McCallister, D.C.

KDA