



NOTES:

1. THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. THIS PLAT IS A "PARCEL OF RECORD".
4. SUBJECT PROPERTY AS SHOWN IS A PORTION OF FLOYD COUNTY TAX SECTION 40, PARCEL 114.
5. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE. THIS OPINION IS BASED UPON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS (COMMUNITY PANEL #510119 0150 B, ZONE X) AND HAS NOT BEEN FIELD VERIFIED.
6. CORNERS NOT DESCRIBED ARE POINTS LOCATED ALONG WEST 30' R/W, VIRGINIA SECONDARY ROUTE #740.
7. 45' MINIMUM BUILDING SETBACK FROM WEST 30' R/W, VIRGINIA SECONDARY ROUTE #740.

NOTARY'S STATEMENT:

I, Sherry L. Turner, a NOTARY PUBLIC IN AND FOR THE STATE OF North Carolina, COUNTY OF Durham, DO HEREBY CERTIFY THAT RICHARD W. MYRTLE AND PAMELA M. MYRTLE HAS APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME, IN MY COUNTY AND STATE AS FORESAID, GIVEN UNDER MY HAND ON THIS 13 DAY OF January, 2009, 2010

9-13-2011

MY COMMISSION EXPIRES

Sherry L. Turner
NOTARY PUBLIC

[NOTARY SEAL]

TAX SECTION 39, PARCEL 117B
PROPERTY OF
RICHARD M. VADEN
JENNIFER G. VADEN
DEED INSTRUMENT No. 040002425
P.B. 4, PAGE 164

TAX SECTION 39, PARCEL 117D
PROPERTY OF
JOSEPH M. ITALIANO
DEED INSTRUMENT No. 950000493

TAX SECTION 39, PARCEL 117C
PROPERTY OF
EDNA FRANCES HUTCHINS
WILL INSTRUMENT No. 050000094
P.B. 4, PAGE 164

TAX SECTION 39, PARCEL 117C
PROPERTY OF
EDNA FRANCES HUTCHINS
WILL INSTRUMENT No. 050000094
P.B. 4, PAGE 164

TAX SECTION 39, PARCEL 116
PROPERTY OF
RANDY D. GALLIMORE
MARILYN W. GALLIMORE
DEED INSTRUMENT No. 950002119

TRACT 1
25.000 AC.
TAX SECTION 40, PARCEL 114

TRACT 2
25.000 AC.
TAX SECTION 40, PARCEL 114B

TRACT 4
25.002 AC.
TAX SECTION 40, PARCEL 114D

TRACT 5
25.032 AC.
TAX SECTION 40, PARCEL 114E

TRACT 6
4.092 AC.
TAX SECTION 40, PARCEL 114F

NOTARY'S STATEMENT:

I, MONICA S. SLUSHER, a NOTARY PUBLIC IN AND FOR THE STATE OF VIRGINIA, COUNTY OF FLOYD, DO HEREBY CERTIFY THAT BRYAN LYNCH HAS APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME, IN MY COUNTY AND STATE AS FORESAID, GIVEN UNDER MY HAND ON THIS 30 DAY OF November, 2009.

March 31, 2011
MY COMMISSION EXPIRES
Monica S. Slusher
NOTARY PUBLIC

SOURCE OF TITLE:

PLAT SHOWING "104.126 AC. TOTAL" IS ALL OF THAT REMAINING PROPERTY ACQUIRED BY FULL COTTONWOOD, L.L.C., AS DESCRIBED IN DEED INSTRUMENT No. 070002930, AND No. 070002931, AND "TRACT 3" IS ALL OF THAT PROPERTY ACQUIRED BY RICHARD W. MYRTLE AND PAMELA M. MYRTLE AS DESCRIBED IN DEED INSTRUMENT No. 080002502, ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEEDS ARE THE LAST INSTRUMENTS IN THE CHAIN OF TITLE TO SAID LAND.

THE STREETS IN THIS SUBDIVISION DO NOT MEET THE STANDARDS NECESSARY FOR INCLUSION IN THE SYSTEM OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY THE DEPARTMENT OF TRANSPORTATION OF THE COUNTY APPROVING THE SUBDIVISION AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.

VICINITY MAP
NO SCALE

SCALE IN FEET
300 150 0 300 600 900

OWNER'S STATEMENT:

AS OWNER OR AUTHORIZED AGENT OF THE OWNER, I CERTIFY THAT THIS SURVEY IS A PLAT/PARCEL OF RECORD AND NOT A NEW SUBDIVISION OF LAND. BY MY SIGNATURE, I ACCEPT LEGAL RESPONSIBILITY FOR THIS AFFIRMATION AND UNDERSTAND THAT PENALTIES MAY BE IMPOSED IF THE STATEMENT IS INCORRECT.

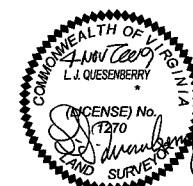
BRYAN LYNCH 11-20-09
DATE

Richard W. Myrtle 1/13/10
DATE

PAMELA M. MYRTLE 01/13/10
DATE

THIS IS A PLAT/PARCEL OF RECORD AND APPROVAL BY THE SUBDIVISION AGENT IS NOT REQUIRED.

Linda M. Wallas 1/22/2010
FLOYD COUNTY SUBDIVISION AGENT



PLAT SHOWING
"PARCELS OF RECORD"
"GRAND VIEW ESTATES"

104.126 AC. TOTAL

(TRACTS 1, 2, 3, 4, 5 & 6)

PROPERTY OF

FULL COTTONWOOD, L.L.C.,

"TRACT 3" 25.000 AC.

PROPERTY OF

RICHARD W. MYRTLE

PAMELA M. MYRTLE

LOCATED ON VIRGINIA SECONDARY ROUTE #740

"WEEKS ROAD NW"

INDIAN VALLEY MAGISTERIAL DISTRICT

FLOYD COUNTY, VIRGINIA

SCALE: 1" = 300' DATE: 10 JANUARY 1993

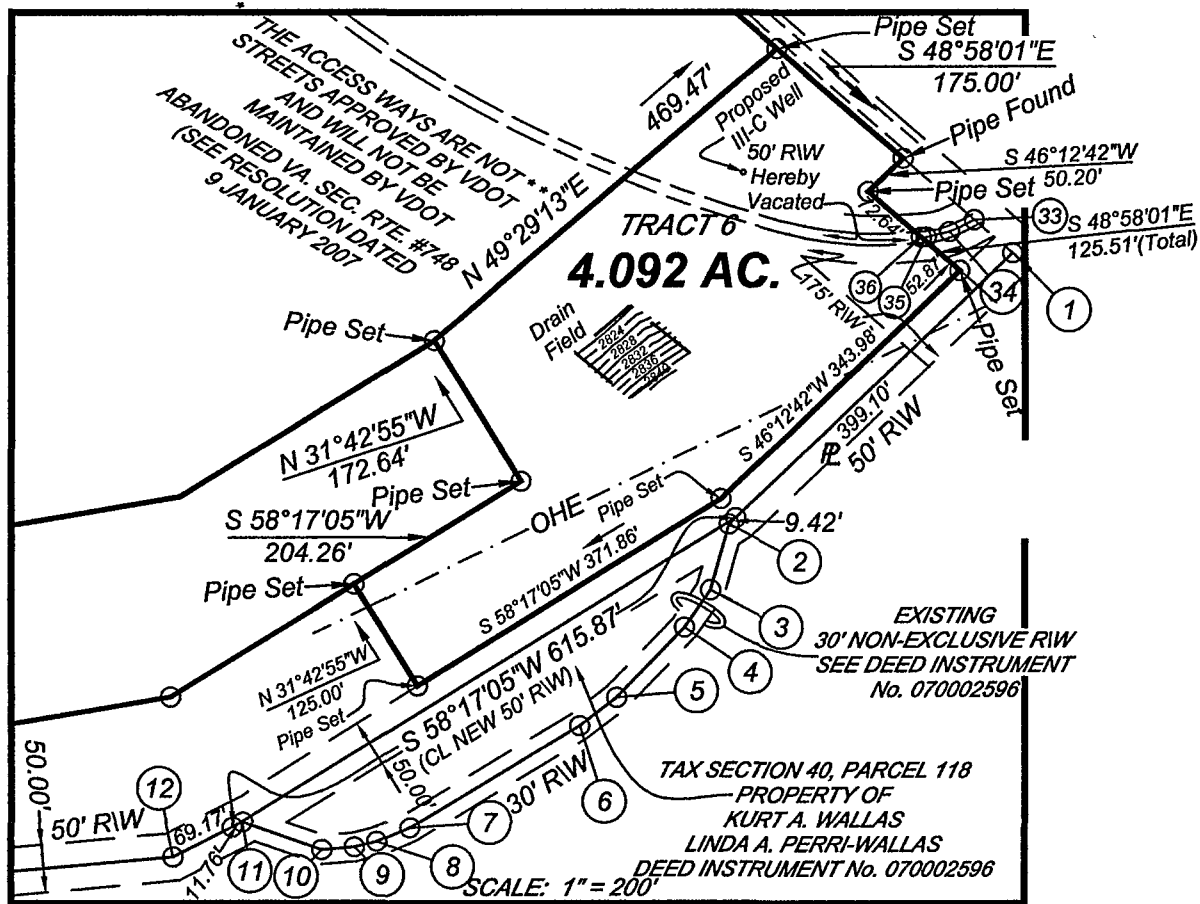
L. J. QUESENBERRY, LICENSED LAND SURVEYOR

521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343

PHONE & FAX: (276)-729-7471 * E-MAIL: queessurvey@comcast.net

LEGEND

—x—x—	Fence
— — —	Adjoiner
—O—O—	Overhead Electric Line
—...—	Creek/Branch



Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
Curve 1	151.16'	84.34'	153.86'	58°19'03"	37°54'13"	147.30'	S 23°21'15" W
Curve 2	156.16'	6.80'	13.58'	4°59'02"	36°41'24"	13.58'	S 55°00'18" W
Curve 3	154.65'	131.31'	217.74'	80°40'04"	37°02'53"	200.19'	S 17°09'47" W
Curve 4	199.45'	63.31'	122.60'	35°13'09"	28°43'37"	120.68'	S 40°44'52" E
Curve 5	257.02'	52.96'	104.47'	23°17'17"	22°17'32"	103.75'	S 46°44'46" E
Curve 6	325.25'	75.43'	148.24'	26°06'51"	17°36'57"	146.96'	S 48°09'33" E
Curve 7	614.00'	44.25'	88.36'	8°14'42"	9°19'54"	88.28'	S 65°20'20" E
Curve 8	307.39'	79.92'	156.39'	29°09'00"	18°38'23"	154.71'	S 84°02'11" E
Curve 9	85.20'	58.77'	102.89'	69°11'30"	67°14'59"	96.75'	S 64°00'56" E
Curve 10	515.29'	64.08'	127.51'	14°10'42"	11°07'09"	127.19'	S 41°50'33" E

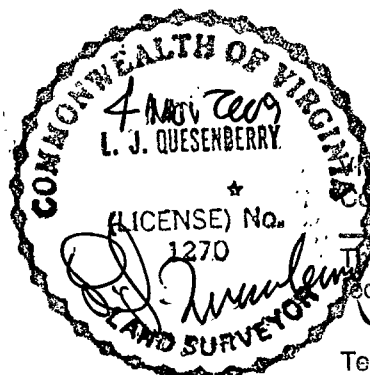
Course	Bearing	Distance
1 - 2	S 46°12'42" W	408.52'(Total)
2 - 3	S 15°50'55" W	71.53'
3 - 4	S 35°03'27" W	47.41'
4 - 5	S 43°47'16" W	101.99'
5 - 6	S 52°16'45" W	48.49'
6 - 7	S 58°51'57" W	206.74'
7 - 8	S 66°55'06" W	37.31'
8 - 9	S 75°55'49" W	23.99'
9 - 10	S 85°12'56" W	33.99'
10 - 11	N 70°31'04" W	87.50'
11 - 12	S 63°04'20" W	80.93'(Total)
12 - 13	S 84°52'17" W	201.61'
13 - 14	S 88°29'01" W	240.49'
14 - 15	N 81°52'19" W	63.47'
15 - 16	N 75°51'31" W	83.36'

<i>Course</i>	<i>Bearing</i>	<i>Distance</i>
16-17	N 72°40'45" W	139.91'
17-18	N 70°28'42" W	81.72'
18-19	N 61°54'54" W	64.43'
19-20	N 49°34'39" W	109.03'
20-21	N 59°28'59" W	51.77'
21-22	N 67°04'27" W	38.54'
22-23	N 76°57'43" W	32.60'
23-24	S 83°31'34" W	9.72'
24-25	S 83°31'34" W	23.67'
25-26	S 60°50'03" W	35.38'
26-27	S 40°47'37" W	32.84'
27-28	S 26°14'51" W	109.87' Total
28-29	S 36°26'24" W	37.67'
29-30	S 43°48'10" W	82.88'
30-31	S 35°42'40" W	44.12'
31-32	S 38°59'27" W	209.14'

Course	Bearing	Distance
33-34	S 64°29'29" W	28.63'
34-35	S 76°27'27" W	24.77'
35-36	S 88°10'39" W	5.22'

50' RIGHT-OF-WAY AND GRAVEL ROAD		
Course	Bearing	Distance
37-38	S 60°56'49" W	421.42'
38-39	S 44°36'35" W	161.78'
39-40	S 39°47'29" W	77.32'
40-41	S 35°02'22" W	118.49'
41-42	S 40°56'02" W	65.42'
42-43	S 43°33'27" W	106.38'
43-44	S 49°33'48" W	58.34'
44-45	S 57°05'30" W	48.37'
45-46	S 65°03'38" W	45.42'
46-47	S 81°49'59" W	53.66'
47-48	N 86°35'19" W	35.98'
48-49	N 77°46'01" W	63.95'
49-50	N 74°44'45" W	117.30'
50-51	N 72°58'19" W	175.79'
51-52	N 00°00'00" E	102.56'

37A-37B	S 80°47'28" W	73.65'
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VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County, February 11, 2010 at 10:57, AM.
This Map received in office, and, admitted to record. WENDELL G. PETERS, CLERK

Teste:

~~Clerk~~ - Deputy Clerk

080001361

After recording, deliver to:
Profitt & Schroeder, Attorneys, P.C.
304 E. Main Street, Floyd, VA 24091

Tax Map Reference Number: 40-114

RESTRICTIVE COVENANTS

FOR

GRAND VIEW

KNOW ALL MEN BY THESE PRESENTS, that in order to provide for the proper and orderly development of the subdivision known as Grand View, Full Cottonwood, L.L.C., a Virginia limited liability company, the fee simple owner of said subdivision, does hereby voluntarily create and impose the following restrictive covenants upon all of the lots located in Grand View. Said covenants are to be in addition to all requirements, restrictions and easements set forth on and shown on that certain plat of survey by L. J. Quesenberry, L.S., dated January 10, 1993, revised April 4, 2008, as Job No. 1727, all of which are hereby incorporated herein by reference, said plat of survey of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instruments No. 08-1338 and 08-1338A.

1. All of the lots are subject to easements as shown on the map of said subdivision hereinabove described, and are subject to the following utility easement as is necessary to serve the subdivision: Developer hereby grants unto all public utility companies, including American Electric Power, telephone and cable companies, etc., an easement for the installation of underground cables, conduits, and other items which are useful to the said utility, along the shoulder of the northerly edge of the 50 ft. right of way shown on the said plat; said easement to extend for the distance of 35 ft. outside the northerly edge of the said 50 ft. right of way. Said easement for utilities shall be perpetual and shall be for the benefit of the public utility companies, the owners, their heirs, successors, and assigns, and shall run with the land.
2. Each lot owner, their successors and assigns, will install and maintain at their own expense, all utilities, including, but not limited to, cable, electrical, and telephone service. Small dish receivers for satellite service may be installed

PROFITT & SCHROEDER

ATTORNEYS, P.C.

304 EAST MAIN STREET, POST OFFICE BOX 156

FLOYD, VIRGINIA 24091-0156

PHONE: (540) 745-4435

PG0031 JUN-98

Delivered
6-9-08

above ground, but must not be located within fifty (50) feet of any boundary line.

3. All lots are subject to setback lines of a minimum of fifty (50) feet and each lot shall as applicable, have minimum side-lines so that no structure may be erected within fifty (50) feet of a lot boundary. Side-lines and setback lines are not synonymous.
4. All lots shall be utilized for single-family dwellings for residential purposes only, and there shall be erected upon each lot only one dwelling per lot. One guesthouse may be constructed on each lot, but shall not be occupied on a permanent basis. No one occupying any lot or dwelling thereon, shall be allowed to conduct any business within the dwellings thereon, or upon the lots themselves. No lot may be sub-divided for building purposes but a part of any lot may be severed and added to an adjoining lot. However, Full Cottonwood, L.L.C., shall have the right to further subdivide lots as it may deem necessary in its sole discretion, and further may add additional parcels of real estate to the said development, said parcels to be bound by the herein stated restrictive covenants.
5. No single-wide mobile home or trailer shall be allowed on the property at any time. Except that a mobile home or single-wide trailer may be utilized as a dwelling for a period of no more than eighteen (18) months from the date that the first building permit is acquired from Floyd County, Virginia, for the purpose of erecting a permanent residence upon the parcel of property for which the building permit is obtained and which is within this subdivision. Double-wide homes are absolutely forbidden. Modular homes built on a continuous permanent masonry foundation that have a roof pitch not less than 5 in. to 12 in. are permitted.

Camper or travel trailers and motor homes may be used for vacation purposes on the owner's lot. Motor homes or travel trailers may be parked at any dwelling that has been constructed on any lot.

6. Prohibitions. Motor bikes, except motorcycles inspected, registered, and properly licensed for public road use; ATV's, except for those ATV's used for farm use or maintenance of the property; unlicensed, inoperable or abandoned motor vehicles, unless enclosed inside a garage so as not to be visible; swine; the discharge of firearms within 100 yards of roadway, property line of another, or water way, except for personal protection or in accordance with any section of the Code of Virginia now in effect or as hereafter amended pertaining to the killing of deer or bear causing damage or creating a hazard; and animals defined as "vicious or dangerous" by any section of the Code of Virginia now in effect or as hereafter amended, and except for hunting while in a stand 12 ft. above ground level within 100 yards of a boundary; are prohibited. Any animals not prohibited by this section must be kept on a leash,

PROFITT & SCHROEDER

ATTORNEYS, P.C.

304 EAST MAIN STREET, POST OFFICE BOX 156

FLOYD, VIRGINIA 24091-0156

PHONE: (540) 745-4435

PG0033 JUN-98

restrained, or confined to a fenced area or in a building at all times. No obnoxious, offensive, or illegal activity shall be conducted upon any lot or common property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The collection or accumulation of trash, garbage, rubbish, or weeds must be immediately removed from the premises, and all property shall be kept in an orderly, sanitary condition at all times. Hunting as allowed by the Virginia law and regulation is allowed.

7. No dwelling house or structure shall be used or occupied by clubs, fraternities or groups other than family units.
8. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any residential lots herein designated, nor upon any buildings erected thereon, except directional and informational signs erected by the owner-developer, its successors or assigns. "For sale" signs may be erected temporarily for the sale of lots or residences.
9. All fuel storage tanks, trash and garbage receptacles shall be buried in the ground or placed or screened so as not to be visible.
10. Clear cutting or clearing of mature trees over twelve (12) inches in diameter for more than thirty-five percent (35%) of the mature trees, as described, that exist as of the date of the execution of these restrictive covenants shall not be allowed at any time on any lot, but such prohibition excludes one (1) acre which may be clear-cut for the home site and support buildings.
11. No lot may be occupied, either temporarily or permanently, unless it has located upon it, a well and a septic system, approved by the local health department, which well and septic system are connected to and utilized by the owners.
12. Invalidation of any of these covenants by Judgment or Court Order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
13. The foregoing covenants shall run with the land, and shall be binding upon all lot owners, their heirs, devisees or assigns with full force and effect for a period of fifty (50) years from the date hereof.

PG0034 JUN-98

Witness the following signature and seal this 6th day of June, 2008.

FULL COTTONWOOD, L.L.C.,
a Virginia limited liability company

By:

[Signature] (SEAL)
Bryan S. Lynch, Managing Member

STATE OF VIRGINIA,
CITY OF RADFORD
COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this 6th day of June, 2008, by Bryan S. Lynch, Managing Member of Full Cottonwood, L.L.C., a Virginia limited liability company.

My Commission Expires:

28 FEB 2009

My Registration Number:

155648

[Signature]
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County

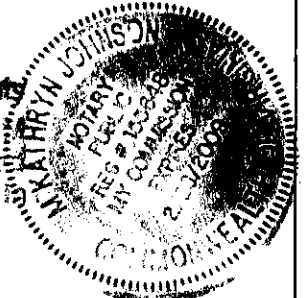
June 6, 2008, at 12:11 P.

This instrument received in office, and, with certificate thereto attached, admitted to record. The tax imposed by Section 58.1-302 of the code is

the amount of \$ has been paid.

Teste: WENDELL G. PETERS, Clerk

[Signature] D.C.



PROFITT & SCHROEDER
ATTORNEYS, P.C.
304 EAST MAIN STREET, POST OFFICE BOX 156
FLOYD, VIRGINIA 24091-0156
PHONE: (540) 745-4435

100000232

mailed
2-12-10

After recording, mail to:
Full Cottonwood, L.L.C.
P.O. Box 64
Floyd, VA 24091

TAX MAP PARCEL NUMBERS: 40-114 and 40-114C

FULL COTTONWOOD, L.L.C.,
a Virginia limited liability company

AND: AGREEMENT

RICHARD W. MYRTLE, et ux.

THIS AGREEMENT made and entered into this 17th day of November, 2009, by and between FULL COTTONWOOD, L.L.C., a Virginia limited liability company, party of the first part, and RICHARD W. MYRTLE and PAMELA M. MYRTLE, husband and wife, parties of the second part;

WITNESSETH:

WHEREAS, by Deed dated October 15, 2008, of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 08-2502, the party of the first part, conveyed unto the parties of the second part, that certain tract of real estate situate and being off of State Secondary Route No. 740 (Weeks Road, N.W.) in the Indian Valley Magisterial District of Floyd County, Virginia, being Tract 3 of "Grand View" containing 25.000 acres as shown on that certain plat of survey prepared by L. J. Quesenberry, L.S., dated January 10, 1993, revised April 4, 2008, as Job No. 1727, Sheet 1 of 2, a copy of said plat of

survey being of record in the aforesaid Clerk's Office as Instrument No. 08-1338, and the description contained therein being incorporated by reference herein; and

WHEREAS, in the aforesaid Deed, a perpetual easement of right of way was reserved by the party of the first part, and granted to the parties of the second, along the northerly boundary of the property therein conveyed, being shown as "Proposed 50' R/W" on the aforesaid plat of survey of record as Instrument No. 08-1338;

WHEREAS, the parties hereto have elected to terminate the said right of way easement described in the aforesaid Deed and establish a new right of way easement; and

WHEREAS, the parties hereto desire to relocate said easement of right of way pursuant to that plat of survey prepared by L. J. Quesenberry, L.S., dated January 10, 1993, revised November 4, 2009, as Job No. 1727D, consisting of two sheets, a copy of said plat of survey being of record in the aforesaid Clerk's Office as Instruments No. ~~09-10-231~~ and ~~09-10-231A~~; and

WHEREAS, the parties hereto mutually agree upon the new location and terms of a joint right of way passing through the property of the parties of the second part to property of the party of the first part.

NOW THEREFORE, for and in consideration of the premises, the parties hereto agree that the easement of right of way contained in that Deed dated October 15, 2008, of record in the aforesaid Clerk's Office as Instrument No. 08-2502, is hereby terminated, and the parties of the second part do hereby RESERVE unto themselves, their heirs, successors, and assigns, and GRANT unto the party of the first part, its successors and assigns, a right of way easement, upon and through the property of the parties of the second part, beginning at

point 37 as shown on the aforesaid plat of survey of record in said Clerk's Office as Instrument No. ~~09-10-231~~, and following the gravel road, from said point 37 to point 52, all as shown on said plat of survey. Said right of way easement is to be 50 ft. in width and is to be a joint, mutual, and perpetual right of way, enuring to the benefit of the parties hereto, and their heirs, successors, and assigns, and shall run with the land.

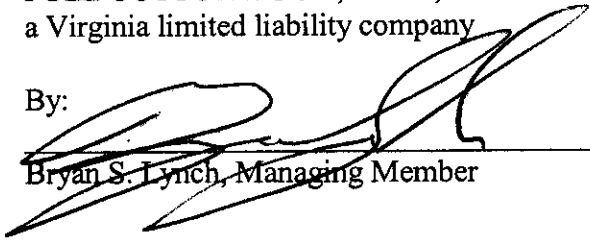
The servient tenement is that property acquired by the parties of the second part by Deed dated October 15, 2008, from the party of the first part, of record in the aforesaid Clerk's Office as Instrument No. 08-2502.

The dominant tenement is that tract containing 25.000 acres, being Tract 1 as shown on the aforesaid plat of survey of record as Instrument No. ~~09-10-231~~, being property acquired by the party of the first part by Deed dated December 6, 2007, from Virginia Land Ventures, LLC, of record in the aforesaid Clerk's Office as Instrument No. 07-2930.

WITNESS the following signatures and seals:

FULL COTTONWOOD, L.L.C.,
a Virginia limited liability company

By:

 (SEAL)
Bryan S. Lynch, Managing Member

STATE OF VIRGINIA,

COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this 20th day of November, 2009, by Bryan S. Lynch, Managing Member of Full Cottonwood, L.L.C., a Virginia limited liability company.

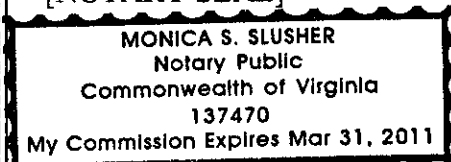
My Commission Expires:

My Registration Number:

March 31, 2011
137470


Notary Public

[NOTARY SEAL]



PROFITT & SCHROEDER

ATTORNEYS, P.C.

304 EAST MAIN STREET, POST OFFICE BOX 156

FLOYD, VIRGINIA 24091-0156

PHONE: (540) 745-4435

Richard W. Myrtle (SEAL)
Richard W. Myrtle

Pamela M. Myrtle (SEAL)
Pamela M. Myrtle

STATE OF NORTH CAROLINA,

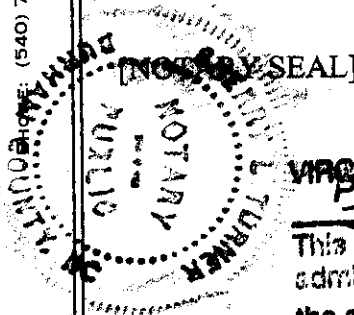
CITY/COUNTY OF Durham, to-wit:

The foregoing instrument was acknowledged before me this 13 day of January 2010
~~November, 2009~~, by Richard W. Myrtle and Pamela M. Myrtle.

My Commission Expires: 9-13-2011

My Registration Number: _____

Sherry L Turner
Notary Public



VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
February 11, 2010, at 10:59 A.M.
This instrument received in office, and, with certificate thereto attached
admitted to record. The tax imposed by Section 58.1-802 of the code in
the amount of \$_____ has been paid.

Teste: WENDELL G. PETERS, Clerk

Shonda J. Vaughn D.C.