

010005213

THIS DEED made this 30th day of November 2001, by and between **SALTY DOG LAND COMPANY, LLC**, a Virginia Limited Liability Company, party of the first part; and **ROBERT GLENN MATTHEWS**, 1659 Old Dam Road, Liberty, North Carolina 27298, party of the second part.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid by the party of the second part to the party of the first part, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said party of the first part does hereby bargain, sell, grant, and convey with General Warranty and Modern English Covenants of Title unto the party of the second part, in fee simple, all that tract or parcel of land lying and being in the **Speedwell Magisterial District** of Wythe County, Virginia, (Tax Map #84-1-6) and more particularly described as follows:

BEGINNING at a point on the 50 foot right of way, corner to Lot 5; thence with said right of way, S. 64-28-32 W., 140.00 feet to a USFS Mon. 13-871 (1964); thence S. 40-54-01 W., 370.00 feet to a point; thence leaving said right of way, N. 22-27-45 W., 908.92 feet to a point; thence N. 64-23-35 E., 471.24 feet to a point; thence S. 22-27-45 E., 761.41 feet to the point of the BEGINNING, containing **8.784 acres**, more or less, and being **Lot 6 of Collins Cove at Cripple Creek, Section One**, as shown on plat of survey by T. G. Slusher, LLS, dated July 1, 1999, Survey No. 3220, and being a portion of the land conveyed to the party of the first part from **WILLIAM ARCHIE WILLIAMS, ET AL.**, by Deed dated November 18, 1998, of record in the aforesaid Clerk's Office as Instrument #980004874.

Grantor will convey unto Grantee, excepting from this conveyance and reserving unto itself and its successors and assigns, like easements, the following easements for the mutual benefit of Tracts 1 through 20 of "Collins Cove" at Cripple Creek and for the remaining lands now owned or hereafter acquired by the Grantor:

Examined 12-11 2001
Robert Glenn Matthews
1659 Old Dam Rd. Liberty, NC 27298
Timothy J. Tolbert
Ret: Timothy J. Tolbert

1. A non-exclusive easement and right of way to use the private roads adjoining the parcel, fifty (50) feet in width, and leading to Virginia State Route 643, all as shown upon plat of survey by T. G. Slusher, LLS, dated July 1, 1999, entitled "COLLINS COVE at CRIPPLE CREEK, Section One". The private roads are not constructed to VDOT requirements for inclusion into the state system and will not be maintained by the Va. Department of Transportation. Maintenance will be the responsibility of the property owners. The aforesaid property is conveyed subject to like easements reserved and granted to others for use of such portion of the 50-foot easements as may cross the property herein conveyed.

2. A non-exclusive recreational easement in and to the "Common Area", consisting of 20.706 acres, as shown upon the aforesaid plat by T. G. Slusher, for picnicking, fishing, and other recreational uses consistent with the common use of said area by the owners of parcels within "Collins Cove", the Grantor and the Grantor's successors and assigns. Grantor may construct a barn or other improvements within the said area not inconsistent with these recreational uses.

This conveyance is subject to the following restrictions:

1. No tract may be subdivided, and no tract may be divided into multiple camping spaces for rental.
2. No structures shall be constructed except a dwelling house, guest house (preferable within 250 feet of main dwelling), and normal structures appurtenant to said dwellings. Campers or camping trailers shall be permitted only while a dwelling house is under construction.
3. All structures shall be constructed with an exterior of natural materials. Metal roofing is permissible. No structures shall be constructed so that

any part of the structure is higher than the higher of ridge line or top of the surrounding trees.

4. No timber shall be cut or harvested, except as necessary to landscape building sites and to remove dead, decaying or dangerous trees.

5. No commercial, business or trade activities that would be disruptive of owners of other tracts shall be carried out or maintained.

6. No nuisance of any kind shall be created, maintained or permitted on the property of any landowner, and each landowner shall maintain his or her property in a reasonably clean and orderly condition.

7. No fires shall be permitted in recreational areas except in designated locations.

8. No hunting and no shooting ranges or repeated discharge of firearms for target practice or otherwise shall be permitted upon the property.

9. No recreational use of all-terrain vehicles (including three-wheelers and four-wheelers), motor bikes, or other similar noise-producing vehicles shall be permitted upon the property.

10. No automatic dusk to dawn lights shall be permitted upon the property. All exterior lights visible from neighboring properties shall be activated by a switch so that such lights can be turned off when not in use.

Said restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the subject property., and shall be enforceable by all such parties and by the Seller herein, but which shall not be binding upon the Seller's remaining lands.

This conveyance is subject to the Road Maintenance Agreement dated

September 15, 1999, of record in the aforesaid Clerk's Office as Instrument #990004634. Grantor reserves the right to grant utility easements across the aforesaid property if necessary to provide for utility service to the Grantor's remaining lands and the parcels which are a part of Collins Cove and Grantor's other lands.

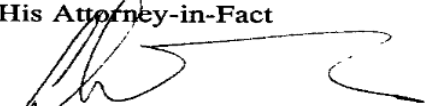
This conveyance is further made subject to any other easements, restrictions, and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title, which have not expired by a time limitation contained therein or have otherwise become ineffective, and to matters visible upon inspection.

WITNESS the following signatures and seals:

SALTY DOG LAND COMPANY, LLC

By  (SEAL)
DON E. CHAPMAN, Member/Manager

By  (SEAL)
BONNIE W. CHAPMAN
His Attorney-in-Fact

By  (SEAL)
ALAN M. MAYFIELD, Member/Manager

STATE OF Virginia

COUNTY OF Carroll, to-wit:

I, Tina R. McMillon, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that DON E. CHAPMAN, Member/Manager of SALTY DOG LAND COMPANY, LLC, by BONNIE W. CHAPMAN, His Attorney-in-Fact whose names are signed to the foregoing Deed bearing date of the

30th day of November 2001, appeared before me and acknowledged the same in my jurisdiction aforesaid.

Given under my hand this 5th day of December 2001.

My commission expires: 9-30-03



Tina R. McMillon

Notary Public

STATE OF Virginia

COUNTY OF Carroll, to-wit:

I, Tina R. McMillon, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that ALAN M. MAYFIELD, Member/Manager of SALTY DOG LAND COMPANY, LLC, whose name is signed to the foregoing Deed bearing date of the 30th day of November 2001, appeared before me and acknowledged the same in my jurisdiction aforesaid.

Given under my hand this 5th day of December 2001.

My commission expires: 9-30-03



Tina R. McMillon

Notary Public

INSTRUMENT #01003413
RECORDED IN THE CLERK'S OFFICE OF
THE CHANCERY
DECEMBER 11, 2001 AT 11:13AM
\$40.00 GRANTED TAX WAS PAID AS
REQUIRED BY SEC 53.4-202 OF THE VA. CODE
STATE: 120.00 LOCAL: 20.00
HAYDEN H. HORNEY, CLERK
BY: Steven Akers