

**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000004

**FORM A – COVER SHEET CONTENT**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

[ ] Grantor: .....

[ ] Grantee: .....

Business/Name

*(Area Above Reserved For Deed Stamp Only)*

1 X Grantor: LQ INVESTMENTS VIRGINIA, LLC

Grantor: .....

1 X Grantee: LQ INVESTMENTS VIRGINIA, LLC

Grantee: .....

Grantee Address

Name: LQ INVESTMENTS VIRGINIA, LLC

Address: 15495 EAGLES NEST LANE

City: MIAMI LAKES State: FL Zip Code: 33014

Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: ..... Original Page No.: ..... Original Instrument: .....

Prior Recording At: [ ] City [ ] County ..... Percentage In .....

Book Number: ..... Page Number: ..... Instrument Number: .....

Parcel Identification Number/Tax Map Number: 089.02-02-40.00-0000

Short Property Description: .....

Current Property Address: .....

City: ROANOKE State: VA Zip Code: 24014

Instrument Prepared By: PEYTON BIDDLE Recording Paid By: PEYTON BIDDLE

Recording Returned To: OPN LAW

Address: 110 E 1ST STREET

City: SALEM State: VA Zip Code: 24153



**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000005

**FORM C - ADDITIONAL PARCELS**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[ ] City [ ] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 089.02-02-35.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

Prior Recording At:

[ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 089.02-02-36.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

(Area Above Reserved For Deed Stamp Only)



**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000006

**FORM C' - ADDITIONAL PARCELS**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

**Parcels Identification/Tax Map**

**Prior Recording At:**

[ ] City [ ] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 089.02-02-37.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

**Prior Recording At:**

[ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 089.02-02-38.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

*(Area Above Reserved For Deed Stamp Only)*



**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000007

**FORM C - ADDITIONAL PARCELS**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[ ] City [ ] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 089.02-02-39.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

Prior Recording At:

[ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 089.02-02-01.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

(Area Above Reserved For Deed Stamp Only)



**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

0000008

**FORM C' – ADDITIONAL PARCELS**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

**Parcels Identification/Tax Map**

Prior Recording At:

[ ] City [ ] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 089.02-02-02.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

Prior Recording At:

[ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 089.02-02-03.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

(Area Above Reserved For Deed Stamp Only)



**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000009

**FORM C - ADDITIONAL PARCELS**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[ ] City [ ] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 089.02-02-04.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

Prior Recording At:

[ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 089.02-02-05.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

(Area Above Reserved For Deed Stamp Only)



**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000010

**FORM C' – ADDITIONAL PARCELS**

Instrument Date: ..... 8/11/2023 .....

Instrument Type: ..... DEC .....

Number of Parcels: .....33..... Number of Pages: .....1.....

[ ] City [X] County ..... ROANOKE COUNTY COURT .....  
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[ ] City [ ] County .....

Percentage In This Jurisdiction: ..... 100% .....

Book Number: ..... Page Number: .....

Instrument Number: .....

Parcel Identification Number (PIN)/Tax Map Number: ..... 089.02-02-06.00-0000 .....

Short Property Description: .....  
.....

Current Property Address: .....

City: ..... ROANOKE ..... State: ..... VA ..... Zip Code: ..... 24014 .....

Prior Recording At:

[ ] City [ ] County ..... Percentage In This Jurisdiction: ..... 100% .....

Book Number: ..... Page Number: ..... Instrument Number: .....

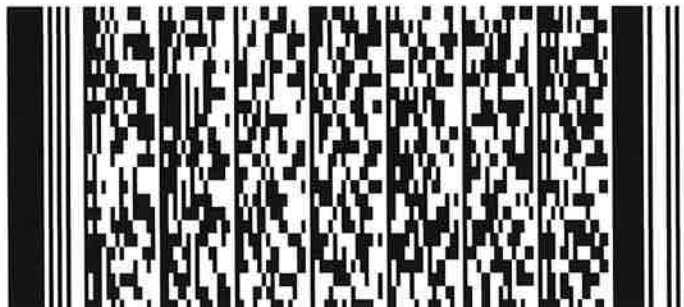
Parcel Identification Number/Tax Map Number: ..... 089.02-02-07.00-0000 .....

Short Property Description: .....  
.....

Current Property Address: .....

City: ..... ROANOKE ..... State: ..... VA ..... Zip Code: ..... 24014 .....

*(Area Above Reserved For Deed Stamp Only)*



**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249



**FORM C' – ADDITIONAL PARCELS**

Instrument Date: ..... 8/11/2023 .....

Instrument Type: ..... DEC .....

Number of Parcels: ..... 33 ..... Number of Pages: ..... 1 .....

[ ] City [X] County ..... ROANOKE COUNTY COURT .....  
CIRCUIT COURT

**Parcels Identification/Tax Map**

Prior Recording At:

[ ] City [ ] County .....

Percentage In This Jurisdiction: ..... 100% .....

Book Number: ..... Page Number: .....

Instrument Number: .....

Parcel Identification Number (PIN)/Tax Map Number: ..... 089.02-02-08.00-0000 .....

Short Property Description: .....

Current Property Address: .....

City: ROANOKE ..... State: VA ..... Zip Code: 24014 .....

Prior Recording At:

[ ] City [ ] County ..... Percentage In This Jurisdiction: ..... 100% .....

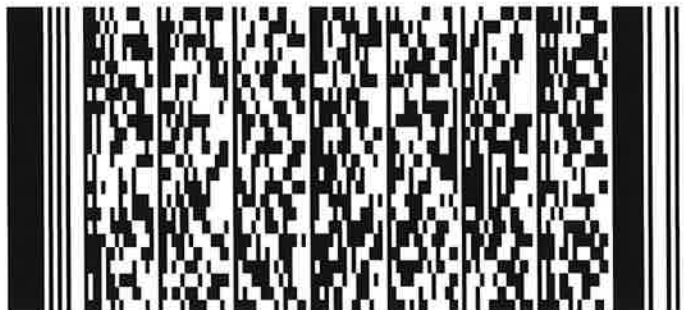
Book Number: ..... Page Number: ..... Instrument Number: .....

Parcel Identification Number/Tax Map Number: ..... 089.02-02-13.00-0000 .....

Short Property Description: .....

Current Property Address: .....

City: ROANOKE ..... State: VA ..... Zip Code: 24014 .....



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**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000012

**FORM C - ADDITIONAL PARCELS**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

**Parcels Identification/Tax Map**

**Prior Recording At:**

[ ] City [ ] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 089.02-02-14.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

**Prior Recording At:**

[ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

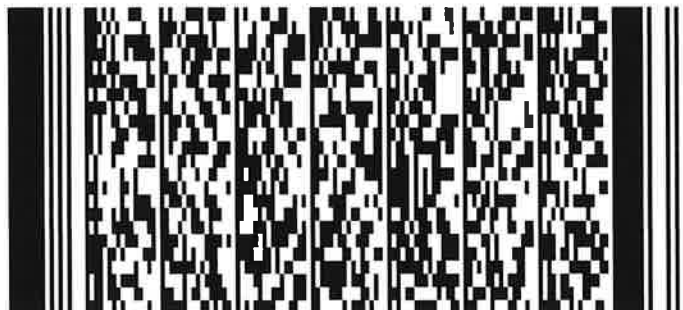
Parcel Identification Number/Tax Map Number: 089.02-02-15.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

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**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000013

**FORM C - ADDITIONAL PARCELS**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

**Parcels Identification/Tax Map**

**Prior Recording At:**

[ ] City [ ] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 089.02-02-16.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

**Prior Recording At:**

[ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 089.02-02-17.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

(Area Above Reserved For Deed Stamp Only)



**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000014

**FORM C' – ADDITIONAL PARCELS**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[ ] City [ ] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 089.02-02-18.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

Prior Recording At:

[ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

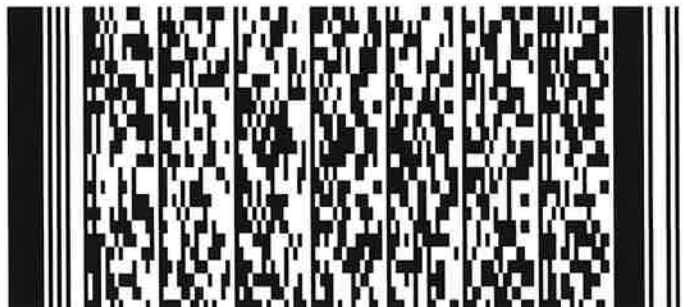
Parcel Identification Number/Tax Map Number: 089.02-02-19.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

(Area Above Reserved For Deed Stamp Only)



**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000015

**FORM C – ADDITIONAL PARCELS**

Instrument Date: ..... 8/11/2023 .....

Instrument Type: ..... DEC .....

Number of Parcels: ..... 33 ..... Number of Pages: ..... 1 .....

[ ] City [X] County ..... ROANOKE COUNTY COURT .....  
CIRCUIT COURT

**Parcels Identification/Tax Map**

**Prior Recording At:**

[ ] City [ ] County .....

Percentage In This Jurisdiction: ..... 100% .....

Book Number: ..... Page Number: .....

Instrument Number: .....

Parcel Identification Number (PIN)/Tax Map Number: ..... 089.02-02-20.00-0000 .....

Short Property Description: .....

Current Property Address: .....

City: ..... ROANOKE ..... State: ..... VA ..... Zip Code: ..... 24014 .....

**Prior Recording At:**

[ ] City [ ] County ..... Percentage In This Jurisdiction: ..... 100% .....

Book Number: ..... Page Number: ..... Instrument Number: .....

Parcel Identification Number/Tax Map Number: ..... 089.02-02-21.00-0000 .....

Short Property Description: .....

Current Property Address: .....

City: ..... ROANOKE ..... State: ..... VA ..... Zip Code: ..... 24014 .....



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**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000016

**FORM C – ADDITIONAL PARCELS**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

**Parcels Identification/Tax Map**

**Prior Recording At:**

[ ] City [ ] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 089.02-02-22.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

**Prior Recording At:**

[ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 089.02-02-23.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

(Area Above Reserved For Deed Stamp Only)



**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000017

**FORM C – ADDITIONAL PARCELS**

Instrument Date: ..... 8/11/2023 .....

Instrument Type: ..... DEC .....

Number of Parcels: ..... 33 ..... Number of Pages: ..... 1 .....

[ ] City [X] County ..... ROANOKE COUNTY COURT .....  
CIRCUIT COURT

**Parcels Identification/Tax Map**

**Prior Recording At:**

[ ] City [ ] County .....

Percentage In This Jurisdiction: ..... 100% .....

Book Number: ..... Page Number: .....

Instrument Number: .....

Parcel Identification Number (PIN)/Tax Map Number: ..... 089.02-02-25.00-0000 .....

Short Property Description: .....  
.....

Current Property Address: .....

City: ROANOKE State: VA Zip Code: 24014

**Prior Recording At:**

[ ] City [ ] County ..... Percentage In This Jurisdiction: ..... 100% .....

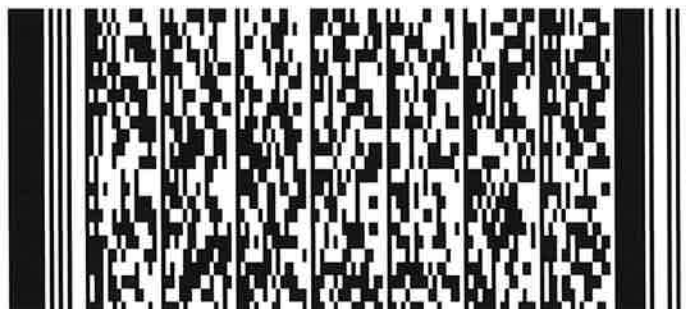
Book Number: ..... Page Number: ..... Instrument Number: .....

Parcel Identification Number/Tax Map Number: ..... 089.02-02-26.00-0000 .....

Short Property Description: .....  
.....

Current Property Address: .....

City: ROANOKE State: VA Zip Code: 24014



*(Area Above Reserved For Deed Stamp Only)*

**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000018

**FORM C - ADDITIONAL PARCELS**

Instrument Date: ..... 8/11/2023 .....

Instrument Type: ..... DEC .....

Number of Parcels: .....33..... Number of Pages: .....1.....

[ ] City [X] County ..... ROANOKE COUNTY COURT .....  
..... CIRCUIT COURT .....

**Parcels Identification/Tax Map**

**Prior Recording At:**

[ ] City [ ] County .....

Percentage In This Jurisdiction: ..... 100% .....

Book Number: ..... Page Number: .....

Instrument Number: .....

Parcel Identification Number (PIN)/Tax Map Number: ..... 089.02-02-27.00-0000 .....

Short Property Description: .....  
.....

Current Property Address: .....

City: ..... ROANOKE ..... State: ..... VA ..... Zip Code: ..... 24014 .....

**Prior Recording At:**

[ ] City [ ] County ..... Percentage In This Jurisdiction: ..... 100% .....

Book Number: ..... Page Number: ..... Instrument Number: .....

Parcel Identification Number/Tax Map Number: ..... 089.02-02-28.00-0000 .....

Short Property Description: .....  
.....

Current Property Address: .....

City: ..... ROANOKE ..... State: ..... VA ..... Zip Code: ..... 24014 .....



(Area Above Reserved For Deed Stamp Only)

**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000019

**FORM C - ADDITIONAL PARCELS**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[ ] City [ ] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 089.02-02-29.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

Prior Recording At:

[ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 089.02-02-30.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014



(Area Above Reserved For Deed Stamp Only)



**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000020

**FORM C - ADDITIONAL PARCELS**

Instrument Date: 8/11/2023

Instrument Type: DEC

Number of Parcels: 33 Number of Pages: 1

[ ] City [X] County ROANOKE COUNTY COURT  
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[ ] City [ ] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 089.02-02-31.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

Prior Recording At:

[ ] City [ ] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 089.02-02-34.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24014

(Area Above Reserved For Deed Stamp Only)



000021

Prepared by/Return to:  
Attn: Peyton R. Biddle, III (VSB#72731)  
OPN Law, PLC  
110 East First Street  
Salem, VA 24153

Tax ID #s:  
089.02-02-40.00-0000  
089.02-02-35.00-0000  
089.02-02-36.00-0000  
089.02-02-37.00-0000  
089.02-02-38.00-0000  
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089.02-02-29.00-0000  
089.02-02-30.00-0000  
089.02-02-31.00-0000  
089.02-02-34.00-0000

DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS, AND RESTRICTIONS  
FOR LOBLOLLY MILL

This Declaration of Covenants, Conditions, Easements, and Restrictions for Loblolly Mill is made this 14th day of August, 2023 by LQ INVESTMENTS VIRGINIA, LLC, a Virginia limited liability company (hereinafter the "Declarant").

WITNESSETH,

Whereas, the property known as Loblolly Mill was subdivided in 2008 by Loblolly Mill, LLC, as more particularly shown on a plat prepared by Balzer and Associates, Inc.

(hereinafter "Balzer") dated September 11, 2008 and recorded in the Circuit Court Clerk's Office for Roanoke County, Virginia ("Clerk's Office") as instrument #200813157 ("Revised 2008 Subdivision Plat");

Whereas, the Revised 2008 Subdivision Plat replaced a prior plat creating Loblolly Mill, prepared by Balzer, dated August 15, 2007 and recorded in the land records of Roanoke County, Virginia on August 11, 2008 as Instrument # 200811219;

Whereas, the Revised 2008 Subdivision Plat shows lots 1 through 34, as well as two private roads (Mill House Lane and Tall Pine Lane), four "Open Space" lots (A,B,C,D) and a 1.09 acre stormwater management lot;

Whereas, lots 10,11 and 12 as shown on the Revised 2008 Subdivision Plat were re-subdivided, to create lots 10A (5.818 acres) and 12A (5.628 acres) as more particularly shown on a plat prepared by Balzer dated December 6, 2011, revised December 15, 2011 and recorded in the Circuit Court Clerk's Office for Roanoke County, Virginia as instrument #201112437 ("2011 Subdivision Plat");

Whereas, the property subject to the Revised 2008 Subdivision Plat and the 2011 Subdivision Plat is hereafter referred to as Loblolly Mill;

Whereas, both the Revised 2008 Subdivision Plat and the 2011 Subdivision Plat ("Plats") contemplated the creation of a homeowner's association, as does the zoning for the Property, to among other things, maintain certain common areas shown on the Plats;

Whereas, Loblolly Mill, LLC never created a homeowner's association for Loblolly Mill;

Whereas, the Declarant, is the successor in title to Loblolly Mill, LLC for much of Loblolly Mill and desires to create an association substantially consistent with the original plan for Loblolly Mill;

Whereas, the Declarant currently is the fee simple owner of:

- a. Lots 1 through 8, lots 13 through 23, lots 25 through 31, and lot 34 as shown on the Revised 2008 Subdivision Plat ("Declarant's Residential Lots");
- b. Lot A Common Open Space, Lot B Common Open Space, Lot C Common Open Space and Lot D Common Open Space as shown on the Revised 2008 Subdivision Plat ("Common Open Space Lots");
- c. The two private roads containing a total of 4.942 acres, more or less, as shown on the Revised 2008 Subdivision Plat ("Roads"); and
- d. The Stormwater Management Lot containing 1.094 acres, more or less, as shown on the Revised 2008 Subdivision Plat ("Stormwater Lot" and collectively with the Declarant's Residential Lots, the Common

Open Space Lots, and the Road, the "Property").

Whereas, the following Loblolly Mill lots are not owned by the Declarant and cannot be submitted to this Declaration until the owners of said lots elect to do so through the recordation of a supplemental declaration duly signed by said owner(s) and recorded in the land records of Roanoke County:

- a. Lot 9
- b. Lot 10A
- c. Lot 12A
- d. Lot 24
- e. Lot 32
- f. Lot 33

Whereas, the Declarant enters into this Declaration in order to submit the Property to these covenants, conditions, easements and restrictions such that the Property shall be held, sold and conveyed subject to these covenants, conditions, easements, and restrictions which are hereby enacted for the purpose of protecting the value and desirability of the Property and shall run with the title to said Property and be binding on all parties holding an interest in same, their heirs, successors and assigns and shall inure to the benefit of each owner.

#### **Article I - Definitions**

The following terms, as used in this Declaration shall have the following meanings:

(a) "Association" shall mean and refer to Loblolly Mill Estates Homeowner's Association, Inc., its successors and assigns.

(b) "Common Elements" shall mean and refer to all real property and interests in real property (including easements) owned and or managed by the Association. It shall also include improvements located on those lots owned and or managed by the Association provided those improvements are serving the overall welfare of the Community.

(c) "Declarant" shall mean and refer to LQ INVESTMENTS VIRGINIA, LLC, a Virginia limited liability company, its successors and assigns.

(d) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements, and Restrictions for Loblolly Mill.

(e) "Development" shall mean and refer to the Property, together with any additional property annexed and subjected to the provisions of this Declaration in accordance with this Declaration.

(f) "Dwelling" shall mean and refer to any structure constructed on a Lot and used or intended for use for residential purposes.

(g) "Executive Board" shall mean refer to the executive board or board of directors of the Association, as appointed or elected in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association.

(h) "Institutional Lender" shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily providing loans secured by first liens on residential property.

(i) "Lot" shall mean and refer to a numbered lot or parcel of land shown upon any recorded subdivision map of the Development and expressly submitted to this Declaration. The Development shall initially include the following Lots: Lots 1 through 8, lots 13 through 23, lots 25 through 31, and lot 34, as shown on the Revised 2008 Subdivision Plat. Lots shown on the Revised 2008 Subdivision Plat and the 2011 Subdivision Plat shall not be Lots unless such lots are submitted to this Declaration in accordance herewith.

(j) "Member" shall mean and refer to every Owner of a Lot who shall be entitled to membership in the Association. Each Member shall have voting rights as set forth in the Articles of Incorporation and Bylaws for the Association.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding those having an interest in a Lot solely as security for an obligation.

(l) "Conduct of Meetings" The President, who shall be a Director of the Executive Board, shall preside over all meetings of the Board of Directors and the Secretary who may be but does not have to be a Director shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, Articles of Incorporation and Bylaws.

## **Article II - Use Restrictions**

Section 1. Land Use. Lots are for residential purposes and related activities only. Renting or leasing of a part or portion of a Lot is prohibited. Long term leasing of a Dwelling and Lot may be rented in accordance with Section 11.

Section 2. Resubdivision. No Lot shall be subdivided without the prior written consent of Declarant, provided the Declarant continues to own at least one Lot.

Section 3. Trees. No living tree over 12" in diameter, measured at four feet above the ground, shall be cut or otherwise intentionally killed on any Lot, except for trees located inside or within thirty feet of the foundation of a proposed dwelling or other structure, and trees located within the necessary area of a driveway or septic system. Normal and necessary pruning and removal of dead limbs shall be allowed.

Section 4. Prohibited Structures. No structure of a temporary character shall be constructed, installed or allowed to remain on any Lot after construction of a Dwelling on a Lot. No outside clothesline or similar structure shall be allowed on any Lot unless screened in such a manner that it is not visible from any street or any other Lot.

Section 5. Storage Tanks. Any storage tank for propane or other fuel or substance shall be buried or screened so that it is not visible from any street or other Lot.

Section 6. Signs. Except as required by law, no billboard, sign, poster or notice of any kind shall be erected or allowed to remain on any Lot. Notwithstanding the foregoing, the name of the Owner and the street address of the Lot may be posted on the mailbox, and one "For Sale" sign per Lot shall be allowed.

Section 7. Trash and Garbage Containers: Unused Equipment. Trash, garbage and other refuse of any kind shall not be kept on any Lot except in sanitary containers. Except on the night before and the day in which trash is being picked up by a commercial hauler or governmental service, any such container shall be screened so that it is not visible from any street or other Lot. Unused equipment, apparatus or clutter of any kind shall not be kept or allowed to remain on any Lot.

Section 8. Vehicles. Boats and Trailers. No motor vehicle shall be parked on any Lot in a location that is visible from any street or any other Lot unless there is displayed on such vehicle a currently valid license tag and state vehicle inspection sticker. No boat, camper, bus, motor home, recreational vehicle of any sort, tractor trailer or other trailer of any sort shall be parked on any Lot in a location that is visible from any street or any other Lot.

Section 9. Animals. No commercial livestock of any kind shall be kept or maintained on any Lot.

Section 10. Nuisance. No unlawful activity shall be conducted or allowed on any Lot, nor shall anything be done thereon which shall cause or constitute a nuisance to the Development or any Owner.

Section 11. Leasing. "Leasing," as used in this Declaration shall be synonymous with "renting". Leasing is only permitted if the entire Lot, including all improvements therein, is leased for residential purposes for a term of twelve (12) months or longer. The owner must provide the Executive Board with a copy of the tenant application used when the tenant was selected by the Owner. The Executive Board shall have the right to review and approve any lease, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the Executive Board may deny a lease on the basis of too many Lots/Dwellings being leased in the Development. All leases must be in writing and signed copies furnished to the Executive Board. The Executive Board may condition the approval of a lease on a conditional assignment of leases and rents, to be executed by Owner and lessee, in order to secure the payment of assessments by the Owner.

All leases shall provide that the owner/landlord will provide the tenant with a copy of the Declaration and any amendments, the Bylaws as well as any Rules or Regulations passed by the Executive Board and that the tenant will be bound by the same.

All leases shall require a security deposit and that the first month of rent be paid in advance of the lease beginning. An Owner shall provide the Executive Board with proof of such prior to the commencement of any lease.

Any lease providing for less than a twelve (12) month term shall be treated as a tenancy at will, in violation of this Declaration and shall be grounds for the Executive Board to file suit to have the tenant evicted, as a violation of this Declaration.

Section 12. Home Based Business. Consistent with the requirements of Virginia Code Section 55.1-1821, Lots may be used for the operation of a home-based business within the residence so long as:

- (a) The operation of the business (including but not limited to marketing materials, signs, promotional flyers, or coupons) is not apparent by sight, sound or odor from outside the residence.
- (b) The activity conforms with all applicable County ordinances, including zoning.
- (c) No door-to-door solicitations within Loblolly Mill are conducted by the business, its owners, employees or associates.
- (d) Conduct of the business does not meaningfully increase traffic within Loblolly Mill.
- (e) There are no non-Member employees of the business at the residence on a regular basis.
- (f) The business is consistent with the residential character of the neighborhood and does not constitute a nuisance and is not offensive to the other residents of Loblolly Mill in any manner.

No garage sale, moving sale, rummage sale, or similar activity shall be conducted on a Lot without first securing consent from the Executive Board.

### **Article III - Architectural and Construction Requirements**

Section 1. Type and Construction of Buildings. Not more than one Dwelling shall be constructed or allowed to remain on each Lot. The Dwelling must be substantially constructed on site, and no mobile home, manufactured home or modular home shall be

allowed on any Lot. Any outbuilding or other structure on a Lot must be designed and constructed in a manner that is architecturally compatible with the Dwelling on such Lot.

Section 2. Dwelling Size. The Dwelling on a Lot shall have the following minimum area of enclosed, heated floor space, exclusive of the area of any attic, basement, porch, or garage:

**2,500 square feet<sup>1</sup>**

Section 3. Exterior Materials. Only the following described exterior materials shall be allowed on any Dwelling or outbuilding in the Development.

- (a) Foundation. The portion of the foundation that is visible above ground shall be brick or stone. No exposed concrete or cinder blocks shall be allowed.
- (b) Siding. The siding shall be natural stone, brick veneer, horizontal wood boards, wood shakes, hardiplank or equivalent material with the appearance of wood. The color of the siding shall be natural, wood tone or earth tone. Vinyl and aluminum and similar materials are not allowed.
- (c) Roof. The roof shall be asphalt or fiberglass shingles or equivalent (rated for 25 years or better), wood shakes, slate or standing seam metal.
- (d) Trim. The trim shall be wood, hardiplank or equivalent material with the appearance of wood. Vinyl is allowed for soffits and fascia only.

Section 4. Driveways. All portions of any driveway on any Lot that are visible from any street or road shall be constructed and finished with a hard surface.

Section 5. Fences. Any fence must be constructed of wood or durable synthetic material. Chain link fences are not allowed. Fences shall only be in backyards and shall not extend into front yards.

Section 6. Antennas and Satellite Dishes. Any exterior antenna, aerial, satellite dish or other apparatus for the reception of television, radio, satellite or other signals of any kind on any Lot (hereinafter referred to as an "antenna") shall be installed in a location that is not visible from any street or road, or shall be screened with landscaping so as not to be visible from any street or road, or shall be of a color that blends into the background against which it is installed. No antenna larger than one (1) meter in diameter shall be allowed. This Section shall be interpreted to be as restrictive as possible without violating applicable federal law and regulations.

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<sup>1</sup> In a letter dated November 29, 2010, John F. Murphy, Roanoke County Zoning Administrator, approved 2,500 square feet as the minimum building size for each lot in the Loblolly Mill Estates Planned Residential Development. The provisions of this Declaration are intended to be consistent with all applicable zoning for the Lots, but consistency with the terms of this Declaration does not necessarily satisfy all applicable zoning regulations.



#### Article IV - Common Elements, Easements

Section 1. Common Elements. The Common Elements shall consist of the following, inclusive of certain improvements located thereon:

- (a) Lot A Common Open Space, as shown on the Revised 2008 Subdivision Plat, inclusive of a covered bridge and a structure that previously operated as a mill;
- (b) Lot B Common Open Space, as shown on the Revised 2008 Subdivision Plat;
- (c) Lot C Common Open Space, as shown on the Revised 2008 Subdivision Plat, which includes a natural pond and a dry hydrant;
- (d) Lot D Common Open Space, as shown on the Revised 2008 Subdivision Plat, which includes signage for the Development and 'Planting Area "B"' which the Association shall be responsible for maintaining;
- (e) The two private roads containing a total of 4.942 acres, more or less, as shown on the Revised 2008 Subdivision Plat, said roads being named "Tall Pine Lane" and "Mill House Lane";
- (f) The Stormwater Management Lot containing 1.094 acres, more or less, as shown on the Revised 2008 Subdivision Plat;
- (g) That 'Open Space Easement' shown on sheet 3 of the Revised 2008 Subdivision Plat so that the Association can maintain 'Planting Area "A"' as shown on the Revised 2008 Subdivision Plat.

The Association shall maintain, repair and, as necessary, replace improvements located on the Common Elements. The Association shall maintain insurance on the Common Elements as it deems reasonably appropriate. The Association shall be responsible for payment of any charges for electricity or other utilities necessary for the operation of the Common Elements, and for any property taxes assessed against the Common Elements. All such maintenance, repair and other expenses incurred by the Association with respect to the Common Elements shall be assessed equally against all Lots in the Development. Each Owner shall have a right of enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with the title to such Owner's Lot, subject to (a) any reasonable rules and regulations adopted by the Association; (b) any easements or encumbrances of record; (c) construction easements that are reasonably necessary for the development of a Lot which the Declarant may grant so long as it continues to own at least one Lot in the Development; and (d) any easements hereafter granted by the Executive Board for such purposes and subject to such conditions as the Executive Board of the Association may deem appropriate.

## Article V- Membership

Section 1. Membership. As provided in the Articles of Incorporation of the Association and Bylaws of the Association, the Owner of each Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Upon the recordation of a supplemental declaration as contemplated in Article VII, the owners of such submitted lots shall become Members of the Association.

## Article VI- ARCHITECTURAL REVIEW COMMITTEE

An Architectural Review Committee (hereinafter "Committee") consisting of three persons shall be appointed by the Executive Board to review all plans and specifications for improvements to be made to any Lot. The Committee shall be given authority to make final decisions on all architectural and aesthetic matters relating to improvements on the Lots. The three Committee members shall be appointed by the Executive Board for terms of two years each. The Committee members may be members of the Executive Board and do not need to be Owners.

All plans and specifications for any structure or improvement to be erected on or placed on any Lot, the construction materials, the roof and exterior color scheme, any remodeling, reconstruction, alterations, or additions on any Lot shall be subject to and shall require the approval in writing of the Committee before any such work is commenced. Plans shall be prepared in a format and with specifications as required by the Committee.

There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. The corners of all improvements must be staked on the Lot or the Lots prior to submission of plans and specifications to the Committee for approval.

The Committee shall approve or disapprove the plans and specifications within fifteen (15) days from the receipt thereof. One (1) set of plans and specifications with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them and on the other copy thereof shall be retained by the Committee for its files.

The Committee shall have the right to disapprove any plans and specifications submitted to it in the event the same are:

- (a) not in accordance with all of the provisions of this Declaration;
- (b) if the design is not in harmony with the general surroundings of

such Lot or with adjacent buildings or structures;

(c) if the plans and specifications submitted are incomplete as determined by the Committee in its reasonable discretion;

(d) in the event that the Committee determines the plans, specifications, or any part thereof, are contrary to the interest, welfare, or rights of all or any party of the Property, or the Lot owners. The decisions of the Committee shall be final and the basis of the denial shall be provided in writing to the Lot Owner.

(e) Unreasonably disruptive, which may include but is not limited to, excessively long construction timelines. Unless otherwise determined by the Committee, construction timelines shall not exceed twenty-four months, as measured from the commencement of land disturbance activities to the issuance of a final certificate of occupancy for the improvement. In the event that an improvement is not completed within the applicable construction timeline, then the improvements prior approval shall lapse, unless expressly reapproved by the Committee in writing.

Neither the Committee nor any architect who may be involved on behalf of the Committee shall be liable in any way for any defects in any plans or specifications submitted to it, revised or approved, nor for any defects in any work done according to such plans and specifications, nor for any violation of any state or local code or ordinance.

The Committee shall have the power and authority to allow deviations in the requirements of these Architectural requirements.

Unless otherwise stated by the Committee in writing, plans and specifications to be submitted to the Committee shall include the following, to the extent applicable:

(a) Site plan, showing the location of all buildings, drives, walkways, decks, fences, patios, and landscaping areas. Any future change or addition to the original plan approved by the Committee must be resubmitted to the Committee for approval. This includes exterior color changes and changes in landscaping;

(b) Elevation plans of front, back, and both sides of proposed improvements, showing the type of materials to be used for the roof, sliding, foundation and windows: and further indicating the roof pitches;

(c) A dimensional floor plan;

(d) A construction timeline;

- (e) A schedule of exterior materials to be used and the finish color of that material;
- (f) The name of the proposed builder or contractor, who shall be registered, licensed and in good standing with the State Board of Contractors;
- (g) A landscaping plan, showing proposed landscaping. It is desirable that any plan minimize the number of healthy trees to be removed and that the trees and other plantings be placed so as not to interfere with or obstruct sight at intersections. Shrubs and final plantings should be completed not later than one year after the completion of house. Plantings should also be maintained, with dead plantings removed. Committee reserves the right to specify what trees must be retained.
- (h) Any non-conforming improvement must be corrected or re-installed correctly within 30 days, and the expense thereof shall be paid by the Lot Owner and the Association may record a lien setting forth said expense among Roanoke County land records against the subject Lot and its Owner;

#### **Article VII - Assessments**

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments as provided for in this Declaration; (b) special assessments as the same may be approved in accordance herewith; (c) charges against an Owner for damage to the Common Elements resulting from the negligence of such Owner, or any family member, guest, invitee or tenant of the Owner; and (d) all late charges, interest, fines and other charges provided for in this Declaration or applicable law, together with collection costs and reasonable attorney fees. All such assessments and other amounts shall be a charge and continuing lien upon the Owner's Lot, and shall also be a personal obligation of the Owner. The lien shall run with the title to the Lot, but the personal obligation shall not pass to the Owner's successors in title unless expressly assumed by such successor(s).

Section 2. Initial Capital Contribution. In addition to the assessments provided for above, at the time of each arm's length sale of each Lot, the purchaser shall pay to the Association a one-time fee to be placed in the Association's reserve account in the amount of Nine Hundred Twenty-Five Dollars (\$925.00).

Section 3. Purpose and Use of Assessments. All monies collected by the Association shall be treated as the separate property of the Association, and such monies shall be applied by the Association for the proper undertaking of the duties and functions imposed upon it by this Declaration, the Articles of Incorporation and the Bylaws of the Association. Monies paid to the Association by any Lot Owner may be commingled with

mionies paid to the Association by the other Lot Owners. The Association shall maintain separate accounts for operating expenses and reserves.

Section 4. Annual Assessments. Annual assessments shall be levied by the Association on Lot Owners for maintenance of the Common Elements and related expenses necessary or appropriate for the Association to carry out its duties and functions. Annual assessments shall be fixed at a uniform rate for all Lots. The initial assessment shall be \$260 per month and the maximum annual assessment for each Lot for 2023 shall be THREE THOUSAND ONE HUNDRED AND TWENTY DOLLARS (\$3,120.00). The maximum annual assessment for 2024 and for each calendar year thereafter shall be established by the Executive Board, and may be increased each year, without approval by the Members, by an amount not to exceed twenty five percent (25%) of the maximum annual assessment for the previous year. The maximum annual assessment for any year may be increased by more than twenty five percent (25%) of the maximum annual assessment for the previous year only upon approval by Owners with sixty seven percent (67%) of the votes in the Association, by written consent or at a meeting duly called for that purpose.

Section 5. Notice and Due Dates of Annual Assessments. The Executive Board shall set the amount of the annual assessments and shall send written notice thereof to every Owner. The annual assessment may be collected in one or more installments and with such due dates as shall be determined by the Executive Board.

Section 6. RESERVED.

Section 7. Special Assessments. The Association may levy special assessments for the purpose of maintenance, repair and/or replacement of Common Elements and expenses related thereto. All special assessments shall be fixed at a uniform rate for all Lots and shall be levied in accordance with Virginia law governing special assessments for property owners' association at the time of such special assessment.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or installment thereof, or any other charge due to the Association, that is not paid by the due date shall be subject to a late charge as established by the Executive Board from time to time, and shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property. The amount due to the Association shall include late charges, interest, collection costs and reasonable attorney fees for representation of the Association. No Owner may waive or otherwise avoid liability for the assessments provided for herein by any means, including without limitation abandonment of such Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Association provided for herein shall be subordinate to the lien of any first mortgage or deed of trust held by an Institutional Lender. The sale or transfer of a Lot shall not affect the lien of the Association, except that a sale or transfer pursuant to a foreclosure shall extinguish the lien of the Association as to any amount that became due prior to such sale or transfer. No such

sale or transfer shall relieve such Lot or the Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof, but the lien of the Association shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 10. Status of an Owner's Assessments. Upon request by any Owner and payment of a reasonable charge, the Association shall furnish a certificate signed by an officer of the Association stating whether any assessments or other amounts are due and owing by such Owner to the Association, along with the amount and due date of any assessment or installment thereof that has been established but is not yet due. Although all funds and other assets of the Association shall be held for the benefit of the Owners, no Owner shall have the right to assign, hypothecate, pledge or in any manner transfer an interest therein, except as an appurtenance to such Owner's Lot. When a Lot Owner shall cease to be an Owner by reason of divestment of ownership of a Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

### **Article VIII - Annexation of Additional Property**

Section 1. Annexation of Certain Lots. Any lot shown on the Revised 2008 Subdivision Plat and the 2011 Subdivision Plat may be submitted to this Declaration upon the recordation of a supplemental declaration signed only by the owner of the lot being submitted to this Declaration and the Declarant provided the Declarant continues to own at least one Lot, or if the Declarant no longer owns any Lots, the President of the Executive Board. Such supplemental declaration shall be recorded in the land records of Roanoke County, and shall not, unless otherwise approved in accordance herewith, amend any provision of the Declaration other than those directly impacted by the annexation of the annexed lot.

Section 2. Annexation by Owners. Additional property other than those unsubmitted lots shown on the Revised 2008 Subdivision Plat and the 2011 Subdivision Plat may be annexed into the Development at any time upon approval by Owners with not less than sixty seven percent (67%) of the votes in the Association, by written consent or at a meeting duly called for that purpose. Any such annexation must be signed by officers of the Association or by the required percentage of Owners and be properly recorded.

### **Article IX - Rights of Institutional Lenders**

Section 1. Obligation of Association to Institutional Lenders. So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights: (a) to inspect the books and records of the Association during normal business hours and to be furnished with at least one copy of the annual financial statement of the Association; (b) to receive notice of any condemnation of the Common Elements or any portion thereof; and (c) to receive notice of any substantial damage to the Common Elements.

Section 2. Requirements of Institutional Lender. Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by certified mail at the address shown in the Articles of Incorporation identifying the

Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

### **Article X - General Provisions**

Section 1. Sanctions for Violations. Sanctions for violation of the provisions of this Declaration, or the Article of Incorporation, Bylaws, or any rule or regulation established by the Association, may include: (a) monetary fines; and/or (b) suspension of the voting rights and/or the rights of any Owner to use the Common Elements until all assessments, fines and other charges against such Owner's Lot have been paid; provided, however, that no Owner shall be denied access to such Owner's Lot.

Section 2. Enforcement. The Association, and each Owner shall have the right to enforce the provisions of this Declaration. Failure to enforce any provision hereof shall not be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come into the Development to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

Section 3. Application of Restrictions. The Declaration of Covenants, Conditions, Easements, and Restrictions for Loblolly Mill shall apply only to the Development and not to any other property owned by Declarant. Nothing contained herein shall preclude Declarant from altering the size or boundaries of any Lot owned by Declarant, or the location of any streets or roads other than such portions of such streets or roads as abut the Lots. This Declaration supplements the applicable zoning and does not amend any design guidelines that may be required on a Lot due to the applicable zoning.

Section 4. Waiver or Consent to Violations. Declarant may waive or consent to any violation of the foregoing restrictions by appropriate instrument in writing provided it continues to own at least one Lot. Once the Declarant ceases to own any Lots, it's rights under this Declaration shall cease. Notwithstanding the foregoing, Declarant's rights may be assigned to a third party by recording an amendment to the Declaration recorded in the Clerk's Office of the Circuit Court of Roanoke County, whereby, the Declarant assigns its Declarant status, or a portion thereof, to a third party successor declarant.

Section 5. Severability. The invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions hereof, all of which shall remain in full force and effect.

Section 6. Term: Amendments. The provisions of this Declaration shall run with the title to the Lots, and bind each Owner, for a term of thirty (30) years from the date this Declaration is recorded, and shall thereafter be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a vote of Owners with not less than sixty seven percent (67%) of the votes in the Association, by written consent or at a meeting duly called for that purpose. Notwithstanding the foregoing, Declarant shall have an absolute

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right to amend this Declaration for a period of five years from the Effective Date, so long as it continues to own a Lot and no amendment may be made to this Declaration so long as the Declarant owns at least one Lot without the Declarant's written consent to such amendment. This Declaration may only be amended by virtue of the recording of duly executed amendment in the Clerk's Office of the Circuit Court of Roanoke County, Virginia.

WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed, the day and year first above written.



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LQ INVESTMENTS VIRGINIA, LLC,  
a Virginia limited liability company

  
Name: Michael Golieb (SEAL)

STATE OF FLORIDA

CCOUNTY OF miami TO-WIT:

The foregoing instrument was acknowledged before me this day  
26, July, 2023 by MICHAEL GOLIEB, as MANAGER of LQ Investments  
Virginia, LLC.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 02/27/2025  
Notary Registration Number: HH960937

