



OFFICIAL RECEIPT  
BOTETOURT CIRCUIT COURT  
DEED RECEIPT

DATE : 03/02/2020      TIME : 12:50:33      CASE # : 023CLR200000832

RECEIPT # : 20000001948      TRANSACTION # : 20030200017

CASHIER : LSD      REGISTER # : B643

INSTRUMENT : 200000832      BOOK :      PAGE :      FILING TYPE : OPM      PAYMENT : FULL PAYMENT

GRANTOR : COUNTRYSIDE LAND COMPANY LC      AT : 12:50

GRANTEE : COUNTRYSIDE LAND COMPANY LC      EX : N      LOC : CO

RECEIVED OF : COUNTRYSIDE SERVICES      EX : N      PCT : 100%

ADDRESS :

CHECK : \$61.00      CHECK NUMBER : 8723

PAGES : 003      OP : 1

NAMES : 0

CONSIDERATION : \$0.00      ANVAL : \$0.00

PIN OR MAP :

ACCOUNT CODE	DESCRIPTION	PAID	ACCOUNT CODE	DESCRIPTION	PAID
035	VIRGINIA OUTDOOR FOUNDATION	\$1.00	145	VSLF	\$4.50
106	TECHNOLOGY TRST FND	\$15.00	301	CLERK RECORDING/INDEXING FEE	\$40.50

TENDERED : \$ 61.00

AMOUNT PAID : \$ 61.00



OFFICIAL RECEIPT  
BOTETOURT CIRCUIT COURT  
DEED RECEIPT

DATE : 03/02/2020                      TIME : 12:47:56  
 RECEIPT # : 20000001947              TRANSACTION # : 20030200016  
 CASHIER : LSD                              REGISTER # : B643  
 INSTRUMENT : 200000831                BOOK :  
 GRANTOR : COUNTRYSIDE LAND COMPANY LC  
 GRANTEE : BOTETOURT COUNTY  
 RECEIVED OF : COUNTRYSIDE SERVICE CO  
 ADDRESS :  
 DATE OF DEED : 02/04/2020            CHECK NUMBER : 8723  
 CHECK : \$22.00                              OP : 0  
 PAGES : 009                                  NAMES : 0  
 CONSIDERATION : \$0.00                    AVAL : \$0.00

CASE # : 023CLR200000831

FILING TYPE : DOD                          PAYMENT : FULL PAYMENT  
 RECORDED : 03/02/2020                    AT : 12:47  
 EX : N    LOC : CO  
 EX : N    PCT : 100%

PAGE :

PIN OR MAP :

ACCOUNT CODE	DESCRIPTION	PAID	ACCOUNT CODE	DESCRIPTION	PAID
035	VIRGINIA OUTDOOR FOUNDATION	\$1.00	145	VSLF	\$1.50
106	TECHNOLOGY TRST FND	\$5.00	301	CLERK RECORDING/INDEXING FEE	\$14.50

TENDERED : \$ 22.00  
 AMOUNT PAID : \$ 22.00

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200000831

PREPARED BY:  
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VSB # 03247  
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RETURN TO: COUNTRYSIDE, 28 IMPERIAL DRIVE, STAUNTON, VA 24401

TAX MAP 103-40 AND 103B (1) A

***DEED OF DEDICATION, DECLARATION, SUBDIVISION AND EASEMENT  
OF  
GLADES END  
BLUE RIDGE DISTRICT  
BOTETOURT COUNTY, Virginia***

THIS DEED OF DEDICATION, DECLARATION, SUBDIVISION AND EASEMENT is made this 4<sup>th</sup> day of February 2020 by and between **COUNTRYSIDE LAND COMPANY, LC**, a Virginia limited liability company, ("Developer") (Grantor); **BOTETOURT COUNTY, VIRGINIA**, ("County") (Grantee); **GLADES END PROPERTY OWNERS ASSOCIATION, INC.** ("Association") (Grantee); and **American National Bank**, ("Lender") (Grantor);

WITNESSETH:

RECITALS:

WHEREAS Countryside Land Company, LC, is the owner of certain real property situate in Blue Ridge District, Botetourt County, Virginia, it having acquired the same by deed from ESF, LLC of record in the Clerk's Office of the Circuit Court of the Botetourt County, Virginia, as Instrument No. 1704964. Said property is shown on the plat attached hereto and incorporated herein by this reference dated June 13, 2019, entitled "Plat of The Property of Countryside Land Company, LC, Inst #1704964; TM #103-40 & 103B(1)A Showing a Subdivision Creating New Lot 64 Through 95 to be Known as Glades End, Blue Ridge District, BOTETOURT COUNTY, VIRGINIA," prepared by Chris McMurry, Land Surveyor with McMurry Surveyors, Inc.. (the "Plat");

WHEREAS, it is the desire and intent of the Developer to subdivide the Property into lots and parcels, and to dedicate, grant, and convey a portion of the Property for public street purposes in accordance with this Deed of Dedication, Subdivision and Easement and the Plat.

WHEREAS, American National Bank, successor to Hometown Bank, is the owner and holder of a first lien deed of trust on the Property recorded in said County Clerk's Office as Instrument No. 1800710. American National Bank joins in this Deed of Dedication to consent to the terms hereof, subordinate its lien to all easements created by this instrument and the attached Plat, and to release from the lien of its deed of trust the 3.864 acres herein conveyed to the County for street purposes and the 0.784 acre parcel conveyed to the Association for stormwater maintenance.

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**CREATION OF LOTS:**

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Developer does hereby subdivide the Property, containing 60.456 acres, into 32 lots designated as Lots 64 through 95, both inclusive; in accordance with the Plat.

**DEDICATION OF STREETS and WATER LINE:**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Developer does hereby dedicate to public street and other public purposes including but not limited to public utility purposes and convey to the County, in fee simple, the 3.864 acres of the Property labeled on the Plat as "Glades End Road, East Glade Trail and West Glade Trail" and the water line easement centered on the common lot line between Lot 85 and Lot 86 as shown on the plat. This dedication is made in accordance with the statutes made and provided therefor.

**CREATION OF PUBLIC UTILITY EASEMENTS:**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby create and establish, and reserve unto itself, its successors and assigns, public utility easement(s) and right(s)-of-way 10' wide along all lot lines and as may be otherwise shown on the Plat for the purpose of constructing, operating, and maintaining utility services.

**CREATION OF STORMWATER EASEMENTS AND FACILITIES:**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Developer does hereby create the stormwater easements located as shown on the Plat. The Developer shall construct the stormwater facilities within the stormwater easements and the stormwater management lot according the standards established by the County. Once constructed the stormwater easement within the lots shall be maintained by the lot owner of each lot where they are located in accordance with the standards established by the County from time to time. In the event a lot owner fails to maintain the stormwater easement on his lot, the Association shall repair/maintain the same and the Association shall collect the cost of repair/maintenance to the lot owner and if not paid made file a lien against the lot. The Association shall be responsible to maintain the stormwater management lot and the facilities constructed by the Developer within that lot after the facilities have been constructed and approved by the County.

**CREATION OF ASSOCIATION:**

In order to provide for the maintenance of all storm water facilities of Glades End, including drainage ways, drainage easements, culverts, storm water detention ponds and related components (the "Facilities"), and for no other purpose, Declarant hereby establishes the Glades End Properties Owners Association, a non-profit, non-stock Virginia corporation, (the "Association").

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And, Declarant hereby declares that all of the lots shown on all final subdivision plat of Glades End shall be sold, held and conveyed subject to the covenants, conditions, restrictions, easements, reservations, liens, charges and other provisions of this Declaration and any amendments hereto (the "Declaration Provisions"). The Declaration Provisions shall run with the land; shall be binding upon all persons or entities that have or acquire any right, title or interest in all or any of the Lots; and shall inure to the benefit of all such persons and entities.

ARTICLE I  
GLADES END PROPERTY OWNERS ASSOCIATION, INC.

1.01 Association.

A. Membership. All persons or entities owning the fee simple title to any Lot (or, in the case of any Lot owned by a trust, the beneficial owners of such Lot) shall be members ("Members") of Glades End Property Owners Association, Inc. (the "Association"), a non-profit, non-stock corporation which has been incorporated in Virginia to apply, administer and enforce the Declaration Provisions of this Declaration. In addition, Declarant shall be a Member of the Association as set forth in this Declaration so long as Declarant owns any Lot in the Development. Membership in the Association shall be appurtenant to, and may not be separated or alienated from, ownership of Lots.

1.02 Maintenance of Storm Water Facilities

(i) The Facilities shall be constructed at the expense of the Declarant.

(ii) After construction of the Facilities is completed to the satisfaction of governmental officials, and after fifty percent (50%) of the residential lots have been sold, the cost of maintenance and management of the Facilities shall be born by the Association.

1.03 Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Declaration or by the Articles of Incorporation or By-Laws of the Association required to be exercised or done by the members of the Association.

A. The Board of Directors shall consist of not less than one (1) nor more than three (3) persons as is determined from time to time by the members. Each member of the Board of Directors shall be an employee, officer, or attorney of the Declarant; the owner of a lot or a person having an interest therein; or, in the event of corporate ownership, any officer or designated agent thereof.

B. Election of directors shall be conducted in the following manner:

(i) The initial Board of Directors shall be appointed by the Declarant.

(ii) Beginning in March 2022, Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(iii) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining directors.

#### 1.04 Assessments.

##### A. Community Assessments.

1. Creation of Community Assessment Lien. Declarant for each Lot hereby covenants, and each Owner of any Lot by acceptance of a deed or other instrument of conveyance therefor, including any purchase at a judicial or trustee sale, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (i) all annual Community Assessments, fees and charges, and (ii) all special Community Assessments for capital improvements, major repairs, and/or extraordinary maintenance, and/or other extraordinary items, such special Community Assessments to be fixed, established and collected from time to time as hereinafter provided. The annual Community Assessments and special Community Assessments, together with interest as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such Community Assessment is made as hereinafter provided. No Owner may waive or otherwise avoid liability for such annual Community and/or special Community Assessments by the non-use of the Common Areas or by abandonment of his Lot or rights in the Common Areas.

2. Purpose of Community Assessments. The Community Assessments levied by the Association shall be used to maintain the storm water detention facilities as provided in this Declaration, and, if deemed necessary and/or appropriate by the Board of Directors of the Association.

3. Initial Assessment. At the time of conveyance of each lot, Declarant shall contribute \$250.00 to the Association.

4. Basis and Maximum of Annual Community Assessments. The annual Community Assessments, shall be made on the basis of a fiscal year beginning January 1 and ending December 31. Until January 1, 2022, the maximum annual Community Assessment on each Lot shall be \$100.00 per year payable in a single installment due on the first day of each calendar year. For each fiscal year after January 1, 2022, the maximum annual Community Assessment may be increased by up to twelve percent (12%) per year of the prior year's annual Community Assessment by the Board of Directors of the Association, without a vote of the Members, which Board of Directors may fix such annual increase after due consideration of current and anticipated costs, appropriate depletion allowances, reserve funds, and other needs of the Association. Any increase requested by the Board of Directors in the annual Community Assessment that exceeds the annual twelve percent (12%) increase over the prior fiscal year's assessment must be approved by a majority of a quorum of Members at a meeting of the Association duly called for this purpose.

5. Special Community Assessment. In addition to the annual Community Assessment authorized above, the Association may levy in any assessment year, a special Community Assessment applicable to that fiscal year only for the purpose of defraying, in whole or part, the costs of any major and/or extraordinary construction, reconstruction, repair or replacement of any part of the Stormwater Facilities, provided that any special Community Assessment shall have the consent of a two-thirds vote of a quorum of Members at a meeting of the Association duly called for this purpose.

6. Uniform Rate of Assessment. Both annual and special Community Assessments must be fixed at a uniform rate for all Lots and may be collected in advance.



1.05 Date of Commencement and Dates of Payment of Annual Community Assessments. The annual Community Assessment provided for herein shall commence as to all Lots on the 1<sup>st</sup> day of January 2022. Written notice of such annual assessments shall be sent to every owner subject thereto. Unless otherwise established by the Board of Directors, such annual assessments shall be due and payable by Members on the first day of each calendar year beginning on January 1, 2022.

1.06 Personal Obligations of Community Assessments and Painting and Roofing Assessments. Community Assessments together with interest as hereinafter provided, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when such Community Assessments first became due and payable. In the case of co-ownership of a Lot, all such co-owners shall be jointly and severally liable for the entire amount of such assessments. All Owners of Lots, by acceptance of an instrument of conveyance, waive all rights to any homestead exemption with respect to their obligations to pay such assessments, costs and fees and shall be jointly and severally responsible for such payments together with their successor in title to each lot.

1.07 Interest on and Costs of Collection of Assessments: Right to Accelerate. The lien for Community Assessments shall also secure all interest and costs of collection, including a reasonable attorney's fee, whether suit is brought or not, which may be incurred by the Association, in enforcing said lien or such personal obligations. Any Community Assessment which is not paid when due, or within 30 days after the due date, shall be considered late and shall incur a late fee of 25% of the assessment and shall accrue interest at the lesser of 10 percent per year or the maximum rate permitted by law.

1.08 Mortgage Protection. Upon receipt of a written request from the holder of a first mortgage on any Lot, the Association shall notify such mortgagee in writing of any default in the performance by the Owner of such Lot of any obligation under this Declaration that is not cured within sixty (60) days. The Association may not, except upon written approval of at least seventy five percent (75%) of the Owners, change the requirements of this Section.

## ARTICLE II GENERAL PROVISIONS

2.01 Managing Agent. The Association may employ and pay a managing agent, who may be the Declarant or an affiliate of Declarant, to manage the affairs of the Association. Such managing agent shall be employed and compensated for its services and costs pursuant to a written contract with a term not to exceed one year, which contract shall provide for termination by either party without consent of the other party upon ninety (90) written notice or immediately upon payment of a termination fee equal to the remuneration customarily paid the managing agent over a 90-day period.

2.02 Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. Such action may be brought by Declarant or its successors or assigns as Declarant, the Association, or the Owner of any Lot. In the event such action is brought, the substantially prevailing party shall recover from the party all costs incurred in connection therewith including reasonable attorney's fees.

2.03 Severability. Invalidation of any one or more of the provisions of this Declaration by judgment, court order or otherwise, shall in no way affect any other provisions which shall remain in full force and effect.

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2.04 Amendments. This Declaration may be amended in whole or in part, with approval of Declarant, so long as the Declarant owns any Lot, and by a 75 percent majority vote of the Association, by an instrument reciting the amendments is recorded among the land records of Botetourt County bearing the signatures of not less than 75 percent of the Lot Owners.

2.05 Gender; Singular/Plural. As used in this Declaration, the masculine gender shall include the feminine and neuter, and vice versa, and the singular shall include the plural, and vice versa, whenever appropriate.

**CONVEYANCE OF STORMWATER MANAGEMENT LOT TO ASSOCIATION:**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Developer does hereby convey to the Association 0.784 acre being designated on the Plat as "STORMWATER MANAGEMENT 0.784 Acres". The Developer shall have the responsibility to contrast the stormwater facilities and once constructed the Association shall have the responsibility to maintain the facilities as may be required by the County from time to time.

**CONSENT, SUBORDINATION AND RELEASE OF LIEN BY LENDER:**

THIS DEED FURTHER WITNESSETH, that American National Bank, successor to Hometown Bank, does hereby consent to the terms of this Deed of Dedication and the Plat attached hereto, subordinate its lien to the public utility and stormwater easements herein created and release from the lien of its deed of trust the 3.864 acres herein conveyed to the County for street purposes and the 0.784 acre parcel conveyed to the Association for stormwater maintenance, as to the lien of its deed of trust on the Property recorded in said County Clerk's Office as Instrument No. 1800710, but in all other respects the lien of its deed of trust shall remain firm and stable and in full force and affect.

**RESTRICTIONS:**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby declare that all lot owners in Glades End shall be members of the Association and all lots shown on the Plat, shall be held, sold and conveyed subject to the following restrictions which shall be covenants running with the land:

1. All lots shall be used for residential purposes with only one single-family dwelling permitted per lot.
2. Building setbacks shall be 40' front, 30' rear and 20' side lines.
3. All dwellings shall have not less than 1600 square feet of finished floor space for a one-story home or 2000 square feet for a home of more than one story. Finished floor space shall exclude garages, finished or unfinished basement, and enclosed or unenclosed porches.
4. No mobile home, doublewide, modular home, or other dwelling constructed off-site shall be placed on any lot at any time.



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5. The exposed exterior foundation walls of any dwelling constructed on any lot shall be faced with brick, stone, or stucco. Exposed Raw, purged, or painted concrete or cinder block are prohibited.
6. The predominant roof pitch shall not be less than 7/12. Except for boundary line adjustments, no further subdivision of any lot shall be made.
7. No obnoxious or offensive activity, including the making of excessive noise, shall be tolerated within the subdivision nor shall anything be done therein which constitutes an annoyance or nuisance to the other property owners.
8. No signs, (with the exception of a "for sale" or "for lease" sign measuring four square feet or less in area, or a property identification sign measuring less than four square feet) shall be erected on any lot.
9. The storage of building materials (except during construction for not more than 120 days), unlicensed or inoperable vehicles, farm equipment, or other personal property, shall be out of view from any street in Glades End. Commercial road tractors and/or tractor trailers shall not be parked on any lot.
10. Garbage shall be stored in sanitary containers which shall be emptied on a regular basis. Dumping or burying of trash or other waste is prohibited.
11. The keeping of swine, commercial poultry, or any intensive agricultural use including feedlots is prohibited. Any other animals, including household pets shall be confined to the lot owner's property, and there shall be no commercial breeding of pets.
12. Hunting and/or discharging of firearms in Glades End is prohibited.
13. The restrictions set forth herein shall be covenants running with the land and shall be binding and effective upon the land in the subdivision for a period of twenty-five (25) years from the date of recordation. These restrictions may be extended, modified, or extinguished by an instrument recorded in the Clerk's Office for the Circuit Court of the County of Botetourt, Virginia, signed by the Developer (so long as the Developer owns any lot or holds a security interest in any lot) and the owners of seventy-five percent (75%) of the lots in this subdivision.
14. Invalidation of any restriction set forth herein, or any part thereof, by judgment, court order, or otherwise shall not affect any other provision hereof, all of which shall remain in full force and effect.
15. In the event of any violation or breach of any of the restrictions contained herein, the Developer (so long as the Developer owns any lot or holds a security interest in any lot) or any other lot owner shall have the right to enforce these restrictions. Before any enforcement litigation may be instituted, thirty (30) days written notice of the violation(s) shall be given to the property owner so as to afford such owner the opportunity to correct such violation. The failure to enforce any restriction, however long continued, shall not be deemed a waiver of any right to do so thereafter. Should the Developer or any other owner commence litigation to enforce these restrictions and prevail in such action, the owner against whom the action was brought shall be responsible for all costs of the action, including reasonable attorney's fees.

Signatures and notaries follow

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WITNESS the following signatures and seals.

Countryside Land Company, LC

By: *Franklin L. Root* (SEAL)  
Franklin L. Root, Manager

COMMONWEALTH OF VIRGINIA  
COUNTY OF AUGUSTA, to wit:

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March 2020, in the jurisdiction aforesaid, by Franklin L. Root, Manager of Countryside Land Company LC on behalf of said limited liability company.



*Nancy Kaye Jetton*  
Notary Public  
Registration No. 7599661

My commission expires: 2-29-2024

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American National Bank

By: [Signature], SVP (SEAL)

Name: J. Peter Jessee

Office: Ogden Rd. - SVP

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Roanoke, to wit:

The foregoing instrument was signed, sworn to and acknowledged before me in the jurisdiction aforesaid this 2nd day of March 2020, by J. Peter Jessee, SVP (name), Ogden Road (office) of American National Bank on behalf of said bank.

JENNIFER YANN NELSON  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #7209840  
My Commission Expires 9/30/2020

[Signature]  
Notary Public  
Registration No. 7209840

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My commission expires: 9/30/2020

INSTRUMENT 200000831  
RECORDED IN THE CLERK'S OFFICE OF  
BOTETOURT CIRCUIT COURT ON  
MARCH 2, 2020 AT 12:47 PM  
TOMMY L. MOORE, CLERK  
RECORDED BY: LSD

[Signature]