

HILLCREST ESTATES

DECLARATION OF RESTRICTIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, THOMAS B. BLIZZARD and APRIL S. BLIZZARD, husband and wife, Developers of Hillcrest Estates, hereby file this Deed of Restrictions and Covenants and certify that they are the owners of a certain tract or parcel of land conveyed to them by the following Deed:

(1) Deed dated 6 November 1992, recorded in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 430, at Page 621, from Carl R. Salmons and Marie S. Salmons, husband and wife, to which reference is made for a more complete description.

The undersigned have heretofore recorded a plat of survey of Hillcrest Estates, to which reference is made for a more particular description.

The undersigned propose to sell the aforesaid land subject to the following easements, restrictions, covenants and conditions, which shall be effective as of this date:

1. No lot or group of lots may be resubdivided so as to produce a greater number of lots.
2. No mobile homes or campers including double-wides shall be permitted.
3. No structure of a temporary character, trailer, mobile home, basement (unless basement is a part of the house erected at the same time) tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
4. No lot shall be used or maintained as a dumping ground for rubbish. All property shall be kept in an orderly sanitary condition at all times.
5. No obnoxious or offensive activity shall be allowed upon any lot, nor shall anything be done thereon tending to cause embarrassment, annoyance, or nuisance to the neighborhood. There shall not be maintained or kept any device or thing of any form whose normal activity or existence is in any way unsightly, unpleasant, obnoxious, dangerous, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.
6. Livestock and pets may be maintained on lots in Hillcrest Estates, providing that the permissible kind and quantity of such livestock or pets will be subject to the approval of the owners of Hillcrest Estates.
7. All fuel tanks, or any other tanks, if above ground, including all cylinders shall be housed out of view from adjoining property.
8. Parking of cars, boats, trailers, or any mobile units on streets or street right-of-way is not permitted.
9. No lot or any portion thereof may at any time be used as a road or access road or alleyway without the written consent of the Declarant.

10. No unlicensed or disabled vehicles, industrial, construction equipment shall be parked on any lot, except when housed in a garage with said vehicles or equipment out of view from adjoining property.
11. In the case of delayed completion of construction of the home or vacant lots, the owner agrees to keep all grass clipped at a normal lawn length.
12. No building may be closer to the centerline of a street than 55 feet or nearer the other lot boundaries than 15 feet. Should more than one lot be purchased and blocked for the purposes of a single dwelling, then the common interior lines between said lots shall not be counted as lot boundaries.
13. Each lot shall be used solely for single family dwellings, outbuildings for these dwellings may include dependency buildings, compatible with normal residential properties.
14. No sign board or advertising posters are to be permitted on any land in Hillcrest, except signs or notices which may offer the property for rent or sale, and/or appropriate sign to shown the name of the owner and/or name for the property of any landowner.
15. All residential buildings shall have at least 1200 sq. ft. of ground level floor space, exclusive of porches, patios, basements, and garages. Plans must be submitted to the Developer for consultation, coordination, and approval prior to the beginning of construction. These plans will include site planning and/or development of landscaping.
16. It is agreed that a Property Owners' Association to be known as Hillcrest Estates Property Owners' Association shall be formed with membership as determined by the Bylaws of the Association, and that this Association shall establish and to collect reasonable annual assessment charges for street maintenance and operation of the private water system and to otherwise promote the common welfare of the Subdivision. Upon the withdrawal of the Developer and/or the completion of the Subdivision, the Association shall succeed to all the rights and privileges reserved in this Deed by the Developer.
17. The Developers and the Association hereby reserve unto themselves, their successors and assigns, jointly and severally, a permanent easement ten (10) feet in width on the front and side lines of each of the numbered lots for the purposes of constructing, repairing and maintaining utility lines.
18. The above restrictions concerning the above land may be repealed, revised, or redrawn at any time by the Developer or by the Association after withdrawal of the Developer.
19. All restrictions shall run with the land and shall be binding on all subsequent land owners

BK 443 PG 501

whether acquiring title through the original owners of Hillcrest Estates, or otherwise.

WITNESS the following signatures and seals:

Thomas B. Blizzard (SEAL)
THOMAS B. BLIZZARD

April S. Blizzard (SEAL)
APRIL S. BLIZZARD

STATE OF VIRGINIA AT LARGE

COUNTY OF CARROLL, to-wit:

I, Renaë M. Coulson, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that THOMAS B. BLIZZARD and APRIL S. BLIZZARD, husband and wife, whose names are signed to the foregoing Declaration of Restrictions and Covenants, appeared before me and acknowledged the same in my county and state aforesaid.

Given under my hand this 3rd day of September 1993.

My commission expires: July 31, 1995

Renaë M. Coulson
Notary Public



Virginia: 9-7-93 Carroll County Court Clerks Office the foregoing instrument received in office with certificate thereto annexed and admitted to record at 2:47 o'clock P.M and duly indexed with all required tax paid under Sec. 58-54.1
Jean J. Tolbert Clerk
Add Tax: _____

INSTRUMENT NO. 2978
DELIVERED/MAILED TO:
Timothy J. Tolbert

VERIFIED & FILMED
SEP 7 1993

TIMOTHY J. TOLBERT
Attorney at Law
512 N. Main Street
Hillsville, Virginia 24343

GRANT OF EASEMENT

COMMONWEALTH OF VIRGINIA

COUNTY OF CARROLL

} SS

KNOW ALL BY THESE PRESENTS: that the undersigned **Thomas B Blizzard & April S Blizzard**, (hereinafter called "Grantor", whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by **EAST TENNESSEE NATURAL GAS COMPANY**, a Tennessee Corporation whose address is, 5400 Westheimer Court, Houston, Texas 77056, (hereinafter called "Grantee"), does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a permanent, perpetual and exclusive right of way and easement ("Right-of-Way") for the purpose of constructing, laying, maintaining, operating, inspecting, altering, repairing, removing, reconstructing, relocating, changing the size of and abandoning a pipeline, and any and all necessary or useful appurtenances thereto, including but not limited to fittings, tie-overs, valves, tap valves, cathodic protection devices, pig launchers and receivers, fences, pipeline markers, and other appurtenant facilities above or below ground, for the transportation of natural gas, oil, petroleum, and any other substances which can be transported through pipelines, under, upon, over and through lands which the Grantor owns or in which the Grantor has an interest, situated in the County of Carroll, State of Virginia, more particularly described as follows:

The land described in a Deed(s) from **Carl R Salmons, Marie Salmons, Virginia Salmons Shelor & Lester Shelor**, to the herein Grantor, dated 11/06/92, and recorded in Deed Book 430, Page 621, in the Circuit Court Clerk's Office of Carroll County, Virginia, ("Grantor's Land")

The Right-of-Way herein granted shall be a total width of fifty feet (50'), extending fifteen feet (15') on the northerly side and thirty-five feet (35') on the southerly side of the pipeline to be constructed hereunder, and as generally shown on the drawing, Exhibit "A", attached hereto. Said drawing is preliminary, and the location of said Right-of-Way shall be fixed and determined by the pipeline as installed.

Also included in the herein Grant of Easement is a temporary easement for the use of an additional temporary work space as generally shown on the aforesaid drawing, which temporary workspace is adjacent to and parallel to said Right-of-Way. Said temporary workspace if any, will expire 18 months after the completion of construction.

The permanent and temporary easement rights granted herein shall extend to and include the free and full right of ingress and egress over and across said Grantor's Lands and other adjacent lands of the Grantor on public or private roads or ways, as may exist from time to time, to and from said Right-of-Way.

This Grant of Easement shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including but not limited to the rights to limit access to the Right-of-Way; to remove, clear and to keep clear, at the Grantee's option and with no additional compensation to Grantor, upon notice to Grantor, all buildings, walls or similar structures, above or below ground swimming pools, decks, pipelines and conduits, septic systems, leach fields, wells, rocks, trees, brush, limbs and any other structures or obstructions which might interfere with the use of the Right-of-Way or the free and full right of ingress and egress; and to do any other lawful activities which are incidental to or helpful for the intended uses of the Right-of-Way set forth above.

Grantor shall not change, excavate, fill or flood the Right-of-Way, or interfere with the vegetative maintenance requirements in Grantee's federal and state authorizations without obtaining the Grantee's prior written consent.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such rights and shall not bar Grantee from exercising any such rights, or if necessary, seeking an appropriate remedy in conjunction with such rights.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter not herein expressed.

IN WITNESS WHEREOF, the GRANTOR herein, has duly executed this agreement this 24 day of May, 2002.

WITNESS:

GRANTOR:

Thomas B Blizzard
Thomas B Blizzard

April S Blizzard
April S Blizzard

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
COUNTY OF CARROLL

} SS

Personally appeared before me, J Williamson,
a Notary Public of the state and county aforesaid, personally came **Thomas B Blizzard**, to me
known to be the person(s) described in and who executed the foregoing instrument, and
acknowledged the foregoing instrument to be (his/her/their) free act and deed.

Witness my hand and official seal this 24 day of May, 2002.

My commission expires: 3/31/06
J Williamson
(Notary Public)

COMMONWEALTH OF VIRGINIA
COUNTY OF CARROLL

} SS

INSTRUMENT #03001159
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
FEBRUARY 28, 2003 AT 10:19AM
CAROLYN H. HONEYCUTT, CLERK

Personally appeared before me, J Williamson Paul M Wheatley (DC)
a Notary Public of the state and county aforesaid, personally came **April S Blizzard**, to me
known to be the person(s) described in and who executed the foregoing instrument, and
acknowledged the foregoing instrument to be (his/her/their) free act and deed.

Witness my hand and official seal this 25 day of May, 2002.

My commission expires: 3/31/04
J Williamson
(Notary Public)

Delivered to
Jerry Williamson

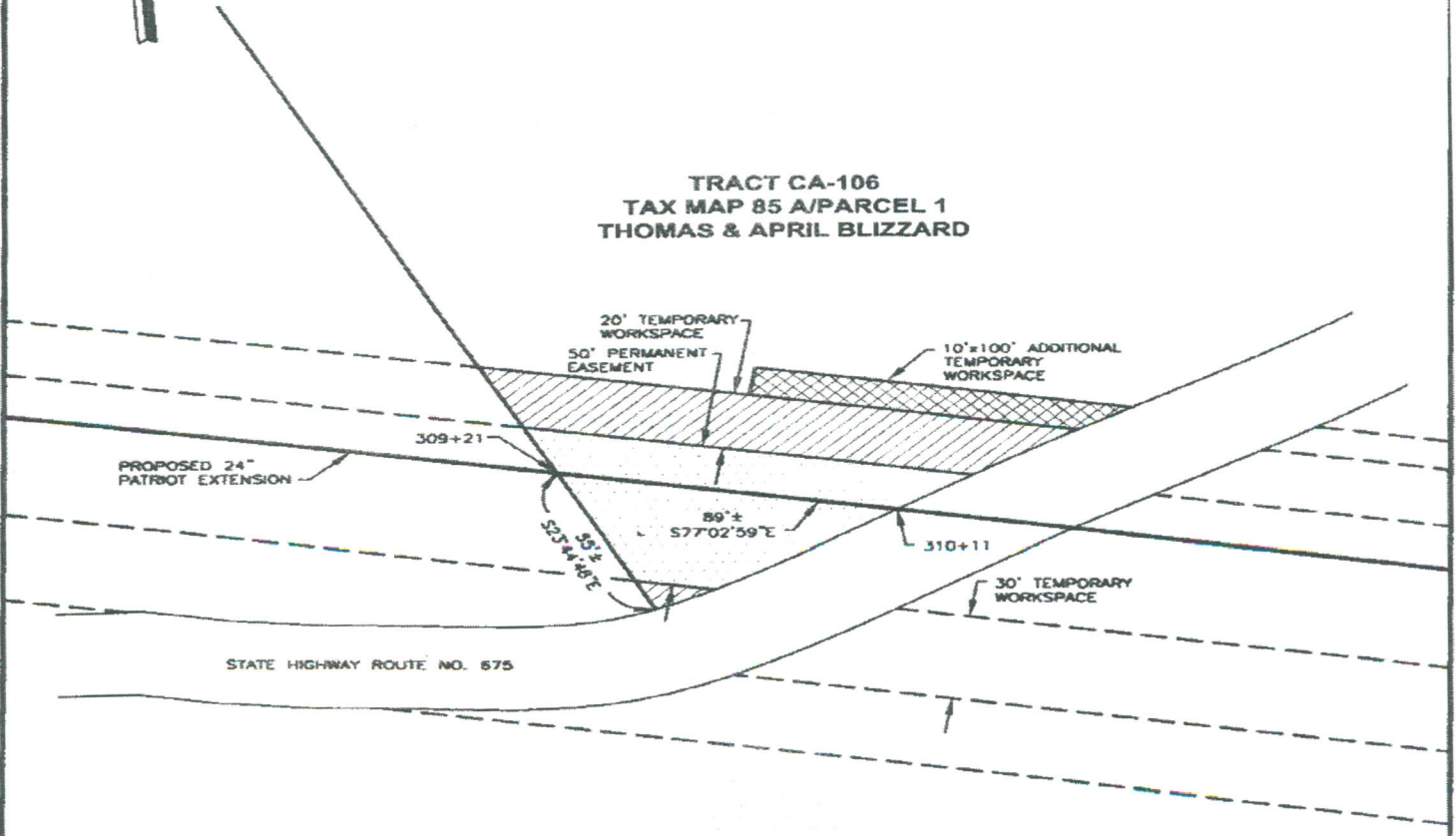
568
432

CARROLL COUNTY, VIRGINIA

BK 660 PG 432




TRACT CA-106
TAX MAP 85 A/PARCEL 1
THOMAS & APRIL BLIZZARD



*ACTUAL LOCATION OF EASEMENT IS DETERMINED BY THE PIPELINE AS INSTALLED.
*DISTANCES AND BEARINGS SHOWN ARE BASED ON COUNTY TAX MAPS AND FIELD SURVEY DATA.

EXHIBIT "A"

OWNER		THOMAS & APRIL BLIZZARD		TRACT NO.		CA-106		ALIGNMENT SHEET NO.		1-52-6					
LOCATION		CARROLL COUNTY, VIRGINIA		 East Tennessee Natural Gas Company 5400 Wexheimer Ct. Houston, TX 77056-5310 713/627-5400											
TOTAL DISTANCE ACROSS PROPERTY		89 FEET 5.4 RODS										ENG.			
TEMP. ROW	0.09 AC.	PERM. ROW	0.08 AC.									DRN. BY	DAD	CHK. BY	AAS
DATE	02/08/02	SCALE	1"=50'									DWG. NO.	CA-106		

This instrument prepared by: Timothy J. Tolbert, Esquire (VSB #27726)
 When recorded, return to: Timothy J. Tolbert, P. O. Box 250, Hillsville, VA 24343
 Title Insurance Company: unknown
 Tax Map #: 85-A-1A
 Consideration: \$37,000
 Assessment: \$45,700

THIS DEED made this 20th day of July 2021, by and between **GEORGE C. WALTHER** and **ELIZABETH R. WALTHER**, husband and wife, parties of the first part; and **LARRY ALLEN SNOW** and **SHARON McCAMEY SNOW**, husband and wife, 1185 Greenberry Road, Fancy Gap, Virginia 24328, parties of the second part.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid by the parties of the second part to the parties of the first part, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said parties of the first part do hereby bargain, sell, grant, and convey with General Warranty and Modern English Covenants of Title unto the parties of the second part, in fee simple, as tenants by the entirety with the right of survivorship as at common law, all that tract or parcel of land lying and being in the **Laurel Fork Magisterial District** of Carroll County, Virginia, and more particularly described as follows:

BEGINNING at an iron pin set 20' off centerline of the 40' right of way of Virginia Route 666 (Bent Nail Road) at the intersection of the 30' right of way of Heather Trail; thence with said right of way of Virginia Route 666, S. 15-14-45 W., 4.94 feet to a point; thence S. 02-25-55 W., 38.88 feet to a point; thence S. 06-37-05 E., 37.82 feet to a point; thence S. 14-03-50 E., 37.00 feet to a point; thence S. 19-05-55 E., 41.63 feet to a point; thence S. 23-31-15 E., 50.85 feet to a point; thence S. 25-05-45 E., 75.44 feet to a point; thence S. 24-36-30 E., 39.41 feet to a point; thence S. 21-55-05 E., 38.76 feet to a point; thence S. 18-39-20 E., 38.85 feet to a point; thence S. 16-05-15 E., 39.12 feet to a point; thence S. 13-53-25 E., 38.91 feet to a point; thence S. 12-23-50 E., 106.54 feet to a point; thence S. 12-07-10 E., 49.91 feet to a point; thence S. 11-42-10 E., 49.96 feet to a point; thence S. 10-04-30 E., 52.36 feet to a point on the 40' right of way of Virginia Route 675 (Chaparral Drive); thence leaving said right of way of Virginia Route 666 and with said right of way of Virginia Route 675,

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S. 69-00-10 W., 88.48 feet to a point; thence S. 71-42-15 W., 49.16 feet to a point; thence S. 72-57-55 W., 49.32 feet to a point; thence S. 75-20-40 W., 47.80 feet to a point; thence S. 79-59-30 W., 36.82 feet to a point; thence S. 87-52-10 W., 36.88 feet to a point; thence N. 81-10-45 W., 37.07 feet to a point; thence N. 73-13-40 W., 15.03 feet to a point; thence leaving said right of way of Virginia Route 675, N. 18-37-55 W., 890.80 feet to an iron pin set on the 30' right of way of Holly Trail; thence with the curve of said right of way, said curve having a radius of 370.30 feet, a chord bearing S. 81-38-10 E., and a distance of 67.78 feet to a point; thence S. 76-23-10 E., 114.02 feet to a point; thence with the curve of said right of way, said curve having a radius of 399.05 feet, a chord bearing S. 71-38-45 E., and a distance of 65.95 feet to a point; thence with the curve of said right of way, said curve having a radius of 98.99 feet, a chord bearing N. 81-10-20 E., and a distance of 104.69 feet to an iron pin set on the 30' right of way of Heather Trail; thence leaving the right of way of Holly Trail and with said right of way of Heather Trail, S. 76-35-15 E., 97.72 feet to the point of the BEGINNING, containing 7.127 acres, more or less, as shown on plat of survey by T. G. Slusher, LLS, dated October 2, 2006, Job No. 3891, a copy of which is of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 795, at Page 280, and being the same land conveyed to GEORGE C. WALTHER and ELIZABETH R. WALTHER, husband and wife, from THOMAS B. BLIZZARD and APRIL S. BLIZZARD, husband and wife, by Deed dated November 20, 2006, of record in the aforesaid Clerk's Office in Deed Book 795, at Page 277.

This conveyance is made subject to the Declaration of Restrictions and Covenants governing Hillcrest Estates, of record in the aforesaid Clerk's Office in Deed Book 443, at Page 499.

This conveyance is further subject to a 50' easement granted East Tennessee Natural Gas Company, as set forth in the aforesaid Clerk's Office in Deed Book 660, at Page 429.

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:

George C. Walther (SEAL)
GEORGE C. WALTHER

Elizabeth R. Walther (SEAL)
ELIZABETH R. WALTHER

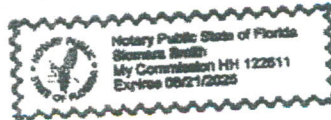
STATE OF Florida

COUNTY OF Seminole, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6th day of August 2021, by GEORGE C. WALTHER and ELIZABETH R. WALTHER, husband and wife.

My commission expires: 08/21/2025

[Signature]
Notary Public



INSTRUMENT 210003249
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY CIRCUIT COURT ON
AUGUST 10, 2021 AT 10:35 AM
\$46.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$23.00 LOCAL: \$23.00
GERALD R. GOAD, CLERK
RECORDED BY: SRG