

*Del to
Erika Made 6/20/23*

CLR230001131

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDED DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, AND CONDITIONS made this 23rd day of June, 2023, by K-P HILL DAIRY, INC., a Virginia corporation, party of the first part; and JEREMY JAMES BUCHANAN and ANGELA MARIE BUCHANAN, husband and wife, parties of the second part; LUKE D'ALBERO and SHANNON CAULEY D'ALBERO, husband and wife, parties of the third part; CAULEY PROPERTIES, LLC, a Virginia limited liability company, party of the fourth part:

WITNESSETH:

THAT WHEREAS, K-P Hill Dairy, Inc., did cause that certain Declaration of Covenants and Restrictions dated November 5, 2013, to be recorded in the Clerk's Office of the Circuit Court of Patrick County, Virginia, as Instrument No. 130002135; and

WHEREAS, K-P Hill Dairy, Inc., did cause that certain Amended Declaration of Covenants and Restrictions dated November 12, 2013, of record in the aforesaid Clerk's Office as Instrument No. 130002158; and

WHEREAS, K-P Hill, Inc., is desirous of amending the aforesaid Declaration in certain respects, and intends this Declaration to replace and supersede in all respects the aforesaid Declaration dated November 12, 2013; now, therefore,

KNOW ALL MEN BY THESE PRESENTS:

THAT K-P HILL DAIRY, INC., a Virginia corporation, does hereby certify and declare as follows:

1. The lands to which this Declaration is appurtenant is described as follows:

ALL OF THOSE ten (10) tracts or parcels of land situated in Mayo River Magisterial District of Patrick County, Virginia, containing in the aggregate 90.861 acres as shown and described on that plat of survey entitled "K-P HILL DAIRY, INC.," prepared by Ed Register, LS, dated June 16, 2008, and of

record in the Clerk's Office of the Circuit Court of Patrick County, Virginia as
Plat No. 08-1656.

Such lands are referred to herein as "the Development." K-P Hill Dairy, Inc. is referred to herein as "Developer." "Developer" also includes, and all Developer's rights and obligations hereunder legally pertain to, all successors and assigns of K-P Hill Dairy, Inc.

2. The above-described lands shall be subject, effective this date, to the restrictions, covenants, easements, and conditions set forth herein, below. Any Grantee accepting a deed to any of said lands shall, by said acceptance, be subject to such covenants, restrictions, easements, and conditions. For the purposes of interpretation, the term "lot" as used herein, shall refer to all lots, tracts, parcels, or other subdivision of said lands.

1) Use of lots: All lots in the Development shall be used for residential and agricultural purposes only. No lot may be subdivided. No lot shall be used or maintained as a dumping ground for rubbish.

2) Construction: No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, exclusive of basement. All structures must be erected no less than 50 feet from the road frontage of the lot, 35 feet from the rear side of the lot, and 20 feet from the side lines of the lot. All buildings shall have at least 1000 square feet of floor area for a single-story structure and 1400 square feet of floor area for two-story structures unless otherwise specified, exclusive of porches, patios, basements, and garages. Lot owners may erect one detached subordinate dependency structure for use as a garage storing up to three vehicles, or as a storage building in keeping with the house. All storage buildings are subject to all of the restrictions and covenants contained herein. Mobile homes, single-, double-, or triple-wide and on-frame modular homes of every type are prohibited. Log homes must be a commercially purchased kit construction on a brick or stone foundation. All construction shall be of "stick built" character, as the

term is commonly used in the construction industry, or be off-frame modular which must be set with a crane. Owners may erect and utilize buildings used as barns for livestock.

3. Types of Construction: No structure of a temporary character, nor a trailer, mobile home, basement (unless is a part of the house erected at the same time), tent, mobile garage, barn, or other outbuilding shall be used on any lot at any time as a residence, whether temporary or permanent. Such structures may be used as shelter or storage space during the pendency of construction, but must be removed within 30 days of the completion of construction. No outside toilet or privy shall be constructed or used on any lot, except portable toilets during the pendency of construction on any such lots removed upon the completion of construction. All construction upon and landscaping of any lot must be completed within 365 calendar days after commencement unless the owner obtains approval of delays from the Developer. All building materials used in the construction of any structure shall be new. Exterior colors of all structures shall be in neutral, natural, and earth tones shades; in the event of a dispute as to color, the Developer shall enjoy exclusive discretion to reject a chosen color. Satellite dishes of no more than two foot in diameter may be installed on the side of buildings least visible from adjacent roads.

4. Prohibitions: Prohibited from being kept in the Development are unlicensed, unregistered, inoperable or abandoned motor vehicles, and animals defined as "vicious or dangerous" by any section of the Code of Virginia now in effect or as hereafter amended. Livestock and fowl (including, but not limited to chickens, ducks) shall be permitted on each lot. No obnoxious or offensive odors or substances shall be allowed to become an annoyance or nuisance to the neighborhood. The collection or accumulation of trash, garbage, or rubbish must be immediately removed from the premises. The Development lot owners within the Development shall at all times comply with the applicable statutes, ordinances, and regulations of the United States, the Commonwealth of Virginia, and Patrick County, Virginia.

5. Utility Easements: A twenty (20) foot easement is hereby reserved unto Developer and to any utility service provider(s) as Developer may designate, along, around and parallel to all right-of-way, roads, and streets and down all lot lines as shown on the aforesaid plat of survey, for the purpose of constructing and maintaining utilities to serve all tracts in the Development. Also reserved is the right to cut, trim, or otherwise control trees and other obstructions along such easements.

6. A. At such time as 25% of the lots shown on the aforesaid plat are sold by Developer to *bona fide* third-party purchasers, then the K-P Hill Property Owners Association ("the Association") shall be deemed created. All lot owners at that time and thereafter, including the Developer, shall automatically be members of the Association and shall be obligated to participate in the membership thereof. The Association shall operate in accord with the Virginia Property Owners' Association Act, this Declaration, Robert's Rules of Order (Newly Revised, in Brief) and the Association's Articles and Bylaws. Each lot shall have one (1) vote in the Association, including lots retained by the Developer.

B. At the time of this Amendment there have been improvements made to the "gravel road" shown on the aforesaid plat of survey of the Development. The parties of the first, second, third, and fourth parts join in this Declaration to confirm and agree that the present condition of the "gravel road" shall remain and any damage or destruction caused to the present condition shall be remedied by the damager or destructor at damager's expense.

C. There will be a new road created to benefit Tracts 6 and 7 shown on the aforesaid plat of survey with access being established from State Route 681 "Commerce Street." That once this new road is established the new road shall be maintained by the owners of Tracts 6 and 7.

7. Governing Provisions and Enforcement: This instrument may not be amended, altered, or released in whole or in part, without the express consent of Developer. All restrictions shall run with the

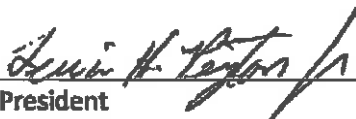
Land and shall be binding on all subsequent owners of any lot, together with their heirs, successors and assigns. The violation of any of the provisions hereof shall not constitute a reversion. The Developer, any lot owner, and the Association shall have the right to enforce, by any action at law or in equity, all covenants and restrictions herein contained.

Lot 1, owned by the parties of second part, will be released from all Restrictions listed above due to the current condition of the Dairy Farm. The only restrictions that shall be imposed on Lot 1 are the following: no single-, double-, or triple-wide, no commercial hog or chicken farms, no mobile home parks shall be created.

The failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. The invalidation of any one of the covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The provisions hereof shall be interpreted according to the laws of the Commonwealth of Virginia, and any action arising from the breach or interpretation hereof shall have venue exclusively in the courts of Patrick County, Virginia.

WITNESS the following signatures and seals:

K-P HILL DAIRY, INC.

By  (SEAL)
President

Attest:

By  (SEAL)
Secretary

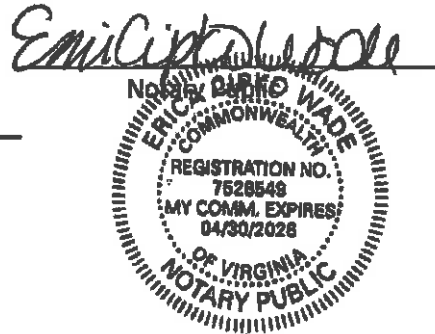
COMMONWEALTH OF VIRGINIA,
COUNTY OF PATRICK, to-wit:

I, Erica Ciptowade, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Lewis Peyton, Jr., President of K-P HILL DAIRY, INC., whose name is signed to the foregoing deed, has personally appeared before me in the county and state aforesaid and acknowledged the due execution thereof.

GIVEN UNDER MY HAND this 28th day of June, 2023.

Notary registration number: 7528549

My commission expires: April 30, 2026



COMMONWEALTH OF VIRGINIA,
COUNTY OF PATRICK, to-wit:

I, Erica Ciptowade, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Wayne Kirkpatrick, Secretary of K-P HILL DAIRY, INC., whose name is signed to the foregoing deed, has personally appeared before me in the county and state aforesaid and acknowledged the due execution thereof.

GIVEN UNDER MY HAND this 28th day of June, 2023.

Notary registration number: 7528549

My commission expires: April 30, 2026



Luke D'Albero (SEAL)
LUKE D'ALBERO

COMMONWEALTH OF VIRGINIA,
COUNTY OF PATRICK, to-wit:

I, Judy Hylton Pack, a Notary Public in and for the jurisdiction aforesaid, do

hereby certify that LUKE D'ALBERO, whose name is signed to the foregoing deed, has personally
appeared before me in the county and state aforesaid and acknowledged the due execution thereof.

GIVEN UNDER MY HAND this 23 day of June, 2023.

Notary registration number: 295706

My commission expires: 2-29-2024

Judy Hylton Pack
Notary Public

JUDY HYLTON PACK
NOTARY PUBLIC
REG. #295706
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEBRUARY 29, 2024

Shannon Cauley D'Albero (SEAL)
SHANNON CAULEY D'ALBERO

COMMONWEALTH OF VIRGINIA,
COUNTY OF PATRICK, to-wit:

I, Judy Hylton Pack, a Notary Public in and for the jurisdiction aforesaid, do

hereby certify that SHANNON CAULEY D'ALBERO, whose name is signed to the foregoing deed, has
personally appeared before me in the county and state aforesaid and acknowledged the due execution
thereof.

GIVEN UNDER MY HAND this 23 day of June, 2023.

Notary registration number: 229-295706

My commission expires: 2-29-2024

Judy Hylton Pack
Notary Public

JUDY HYLTON PACK
NOTARY PUBLIC
REG. #295706
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEBRUARY 29, 2024

Jeremy James Buchanan (SEAL)
JEREMY JAMES BUCHANAN

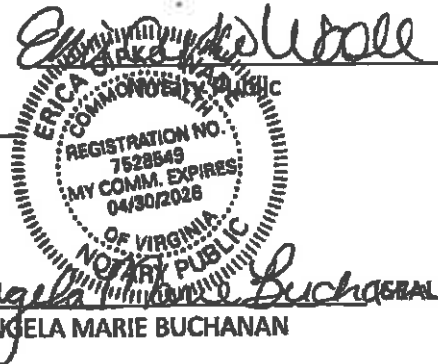
COMMONWEALTH OF VIRGINIA,
COUNTY OF PATRICK, to-wit:

I, Erica Cipko Wade a Notary Public in and for the jurisdiction aforesaid, do
hereby certify that JEREMY JAMES BUCHANAN, whose name is signed to the foregoing deed, has
personally appeared before me in the county and state aforesaid and acknowledged the due execution
thereof.

GIVEN UNDER MY HAND this 23rd day of June, 2023.

Notary registration number: 7528549

My commission expires: April 30, 2026



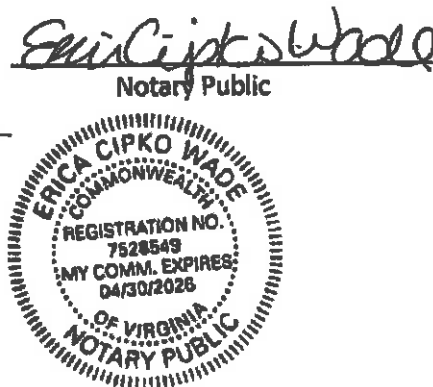
COMMONWEALTH OF VIRGINIA,
COUNTY OF PATRICK, to-wit:

I, Erica Cipko Wade a Notary Public in and for the jurisdiction aforesaid, do
hereby certify that ANGELA MARIE BUCHANAN, whose name is signed to the foregoing deed, has
personally appeared before me in the county and state aforesaid and acknowledged the due execution
thereof.

GIVEN UNDER MY HAND this 23 day of June, 2023.

Notary registration number: 7528549

My commission expires: April 30, 2026



CAULEY PROPERTIES, LLC

By Charles Wesley Cauley (SEAL)
Charles Wesley Cauley, Manager

COMMONWEALTH OF VIRGINIA,
COUNTY OF PATRICK, to-wit:

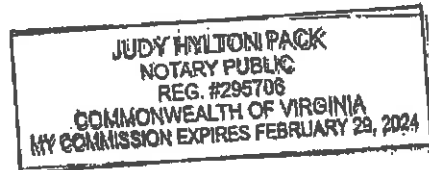
I, Judy Hyton Pack, a Notary Public in and for the jurisdiction aforesaid, do
hereby certify that CHARLES WESLEY CAULEY, Manager for CAULEY PROPERTIES, LLC, whose name is
signed to the foregoing deed, has personally appeared before me in the county and state aforesaid and
acknowledged the due execution thereof.

GIVEN UNDER MY HAND this 23 day of June, 2023.

Notary registration number: 295706

My commission expires: 2-29-2024

Judy Hyton Pack
Notary Public



INSTRUMENT 230001131
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY CIRCUIT COURT ON
JUNE 23, 2023 AT 03:46 PM
SHERRI M. HAZLEWOOD, CLERK
RECORDED BY: LHW