

20190618000069970 1 / 3
Bk: 3226 Pg: 1244
Hanover Co VA
06/18/2019 01:38:58 PM
DEED EX

Document Prepared By:
Joseph A. Perini, VSB#65822
Meyer Goergen, P.C.
1802 Bayberry Court, Suite 200
Richmond, VA 23226
(804) 288-3600

GPIN: 7890-85-2081; 7890-86-7474; 7890-86-5082

This Deed is exempt from recordation taxes pursuant to § 58.1-811.D of the Code of Virginia.

THIS DEED OF GIFT made this 20th day of May, 2019, by and between LEKRAM INVESTMENTS, LLC, a Virginia limited liability company, Grantor, and HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC., a Virginia non-stock corporation, Grantee.

WITNESSETH:

That for and in consideration of charitable and public purposes, the Grantor does grant and convey, with GENERAL WARRANTY and with ENGLISH COVENANTS of title unto the Grantee, IN FEE SIMPLE, the following described property, to-wit:

SEE ATTACHED SCHEDULE "A"

Grantor does hereby retain and reserve the right to review and approve any site plan for the property hereby conveyed, including, without limitation, architectural review and placement of any structures to be built, and any other improvements made to the property. Grantor reserves the right to transfer the approval rights retained herein.

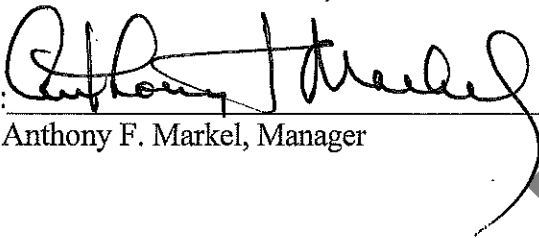
This conveyance is made further subject to such covenants, restrictions, conditions and easements of record as may lawfully affect said property.

FILE TO: MEYERGOERGEN PC

IN WITNESS WHEREOF, pursuant to resolution of the members, which resolution has not been rescinded and remains in full force and effect, this Deed has been executed by the undersigned Manager of the Company.

WITNESS the following signature(s) and seal(s)

LEKRAM INVESTMENT, LLC

By:  (SEAL)
Anthony F. Markel, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Hanover, to-wit:

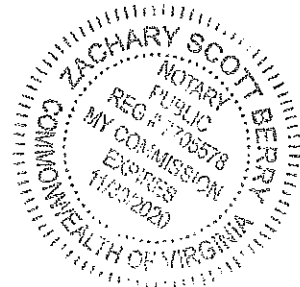
The foregoing deed was acknowledged before me this 17 day of June, 2019, by Anthony F. Markel, Manager of Lekram Investment, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: 11/30/20


Notary Public

Grantees Address:

9245 Shady Grove Road, Suite 200
Mechanicsville, VA 23116



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Hanover Co VA
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DEED EX

SCHEDULE "A"

Parcel I:

ALL that certain piece or parcel of land, lying and being in Beaverdam District, Hanover County, Virginia, consisting of a total of approximately 38.409 acres, known and designated as "Open Space/Common Open Space" on that certain plat of subdivision made by Balzer and Associates, Inc., entitled "Hickory Hill, Section 4 and a Resubdivision of Common Area 4, Hickory Hill, Section 2," dated August 27, 2018, recorded November 19, 2018, in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Plat Book 44, Pages 268-273, to which plat reference is hereby made for a more particular description of the property conveyed.

Parcel II:

ALL that certain piece or parcel of land, lying and being in Beaverdam District, Hanover County, Virginia, consisting of a total of approximately 29.958 acres, known and designated as "Common Open Space 1" on that certain plat of subdivision made by Balzer and Associates, Inc., entitled "Hickory Hill, Section 5 'The Reserve at Hickory Hill'," dated August 16, 2018, recorded October 16, 2018, in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Plat Book 44, Pages 228-232, to which plat reference is hereby made for a more particular description of the property conveyed.

Parcel III:

ALL that certain piece or parcel of land, lying and being in Beaverdam District, Hanover County, Virginia, consisting of a total of approximately 3.343 acres, known and designated as "Common Open Space 2" on that certain plat of subdivision made by Balzer and Associates, Inc., entitled "Hickory Hill, Section 5 'The Reserve at Hickory Hill'," dated August 16, 2018, recorded October 16, 2018, in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Plat Book 44, Pages 228-232, to which plat reference is hereby made for a more particular description of the property conveyed.



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Hanover Co VA
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HANOVER CO CLERK'S OFFICE
06/18/2019 01:38:58 PM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: TEDWARDS

GPIN 7890-85-2578

This Document Prepared By:
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226

20190117000006220 1 / 9
Bk: 3215 Pg: 3144
Hanover Co VA
01/17/2019 03:43:37 PM
AMEND

AMENDMENT NO. 8
TO
PROTECTIVE COVENANTS OF HICKORY HILL
(Section 4)

THIS AMENDMENT NO. 8 TO PROTECTIVE COVENANTS OF HICKORY HILL is made as of the 28th day of August 2018 by HICKORY HILL PARTNERS, LLC, a Virginia limited liability company ("HH Partners") TOGA INVESTMENT, LLC, a Virginia limited liability company ("TOGA" and, together with HH Partners, the "Declarant").

WHEREAS, HH Partners recorded the Protective Covenants dated October 7, 2010 (the "Original Protective Covenants") on November 24, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia (the "Clerk's Office") in Deed Book 2990, page 642. The Original Protective Covenants encumbered certain real property more described in the Original Protective Covenants, which real property is commonly and collectively known as "Hickory Hill" and; and

WHEREAS, Amendment No. 1 to Protective Covenants of Hickory Hill dated December 1, 2010 (the "First Amendment") was recorded on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3360; and

WHEREAS, Amendment No. 2 to Protective Covenants of Hickory Hill dated December 1, 2010 (the "Second Amendment") was recorded on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3405; and

WHEREAS, Amendment No. 3 to Protective Covenants of Hickory Hill dated March 22, 2011 (the "Third Amendment") was recorded on March 23, 2011, in the Clerk's Office in Deed Book 2999, page 476; and

WHEREAS, Amendment No. 4 to Protective Covenants of Hickory Hill dated February 20, 2012 (the "Fourth Amendment") was recorded on February 24, 2012, in the Clerk's Office in Deed Book 3020, page 2850; and

WHEREAS, Amendment No. 5 to Protective Covenants of Hickory Hill dated November 30, 2015 (the "Fifth Amendment") was recorded on December 9, 2015, in the Clerk's Office in Deed Book 3131, page 1133; and

WHEREAS, Amendment No. 6 to Protective Covenants of Hickory Hill dated 8/28/18 (the "Sixth Amendment") was recorded on 10/16/18, in the

Clerk's Office in Deed Book 3210, page 2198; and

WHEREAS, Amendment No. 7 to Protective Covenants of Hickory Hill dated 9/11/18 (the "Seventh Amendment") was recorded 10/16/18, in the Clerk's Office in Deed Book 3210, page 2208; and

WHEREAS, unless otherwise specified herein, the Original Protective Covenants as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment shall be referred to as the "Protective Covenants"; and

WHEREAS, pursuant to the terms of that certain Assignment of Declarant's Rights dated December 22, 2015 and recorded December 28, 2015 in the Clerk's Office in Deed Book 3132, page 1699, HH Partners assigned certain rights as "Declarant" (as such term is defined in the Protective Covenants) to TOGA in regard to a portion of Hickory Hill more particularly described therein; and

WHEREAS, that certain plat by Balzer and Associates Inc., dated Aug 27 2018, and titled "Hickory Hill, Section 4 and a Resubdivision of Common Area 4, Hickory Hill Section 2" (the "Section 4 Plat"), a copy of which Section 4 Plat is attached hereto and recorded herewith as Exhibit A, depicts a portion of the property subject to the Protective Covenants.

NOW, THEREFORE, pursuant to Section 7.02 of the Protective Covenants, the Declarant hereby amends the Protective Covenants as follows:

1. Section 2.03 of the Protective Covenants is hereby supplemented by adding the following definitions as follows:

(r) "The Meadows at Hickory Hill" shall be defined as a neighborhood within the Hickory Hill Property depicted as Section 4 on the Section 4 Plat.

2. Section 4.07(f) of the Protective Covenants is amended by adding the following to the beginning of such section:

Within the "The Meadows at Hickory Hill" the minimum dwelling size shall be 2,000 square feet for a one-story dwelling and 2,500 for a one and one-half or two story dwelling.

3. Unless amended hereby, all other provisions of the Protective Covenants, as amended, remain unchanged and are in full force and effect as to all Lots.

WITNESS the following signatures.

HICKORY HILL PARTNERS, LLC

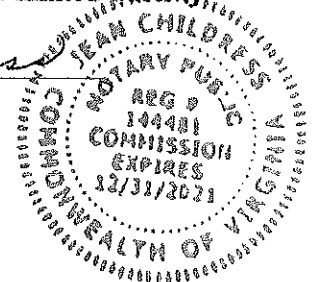
By: [Signature]
Anthony F. Markel, Manager

STATE OF VIRGINIA
CITY/COUNTY OF Henrico to-wit:

The foregoing Declaration was acknowledged before me this 28th day of August, 2018, by Anthony F. Markel, Manager of Hickory Hill Partners, LLC a Virginia limited liability company, on behalf of the company.

My Commission Expires: 12/31/2021

Jean Childress
Notary Public



TOGA INVESTMENT, LLC

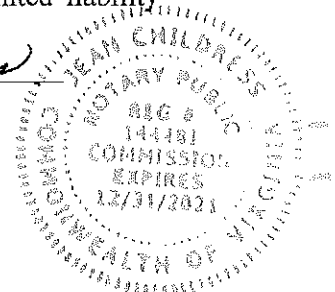
By: [Signature]
Anthony F. Markel, Manager

STATE OF VIRGINIA
CITY/COUNTY OF Henrico to-wit:

The foregoing Declaration was acknowledged before me this 28th day of August, 2018, by Anthony F. Markel, Manager of TOGA Investment, LLC a Virginia limited liability company, on behalf of the company.

My Commission Expires: 12/31/2021

Jean Childress
Notary Public

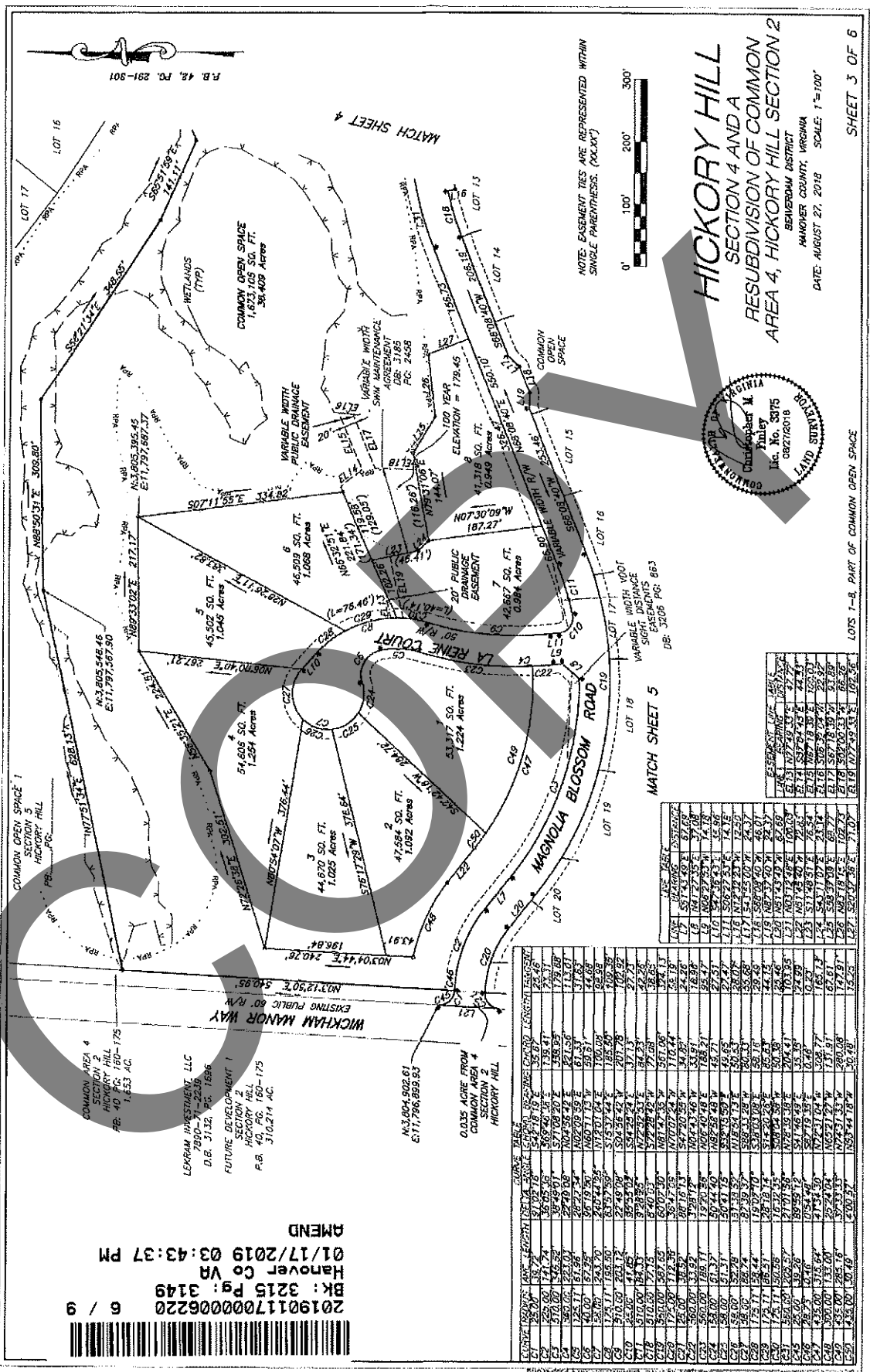


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AMEND

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Hanover Co VA
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AMEND

LOXHAM INVESTMENT LLC
7890-71-2215
D.B. 3132, P.C. 1696
FUTURE DEVELOPMENT 1
SECTION 2
HICKORY HILL
P.B. 40, P.G. 160-175
F.B. 310.214 AC.



NOTE: EASEMENT TIES ARE REPRESENTED WITHIN SINGLE PARENTHESES. (MAY)



HICKORY HILL SECTION 4 AND A RESUBDIVISION OF COMMON AREA 4, HICKORY HILL SECTION 2



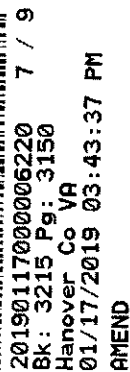
DATE: AUGUST 27, 2018
SCALE: 1"=100'

LOTS 1-8, PART OF COMMON OPEN SPACE

LINE	BEARING	DISTANCE
1	N 89° 50' 31" E	302.80'
2	N 89° 50' 31" E	302.80'
3	N 89° 50' 31" E	302.80'
4	N 89° 50' 31" E	302.80'
5	N 89° 50' 31" E	302.80'
6	N 89° 50' 31" E	302.80'
7	N 89° 50' 31" E	302.80'
8	N 89° 50' 31" E	302.80'
9	N 89° 50' 31" E	302.80'
10	N 89° 50' 31" E	302.80'
11	N 89° 50' 31" E	302.80'
12	N 89° 50' 31" E	302.80'
13	N 89° 50' 31" E	302.80'
14	N 89° 50' 31" E	302.80'
15	N 89° 50' 31" E	302.80'
16	N 89° 50' 31" E	302.80'
17	N 89° 50' 31" E	302.80'
18	N 89° 50' 31" E	302.80'
19	N 89° 50' 31" E	302.80'
20	N 89° 50' 31" E	302.80'

LINE	BEARING	DISTANCE
1	N 89° 50' 31" E	302.80'
2	N 89° 50' 31" E	302.80'
3	N 89° 50' 31" E	302.80'
4	N 89° 50' 31" E	302.80'
5	N 89° 50' 31" E	302.80'
6	N 89° 50' 31" E	302.80'
7	N 89° 50' 31" E	302.80'
8	N 89° 50' 31" E	302.80'
9	N 89° 50' 31" E	302.80'
10	N 89° 50' 31" E	302.80'
11	N 89° 50' 31" E	302.80'
12	N 89° 50' 31" E	302.80'
13	N 89° 50' 31" E	302.80'
14	N 89° 50' 31" E	302.80'
15	N 89° 50' 31" E	302.80'
16	N 89° 50' 31" E	302.80'
17	N 89° 50' 31" E	302.80'
18	N 89° 50' 31" E	302.80'
19	N 89° 50' 31" E	302.80'
20	N 89° 50' 31" E	302.80'

LINE	BEARING	DISTANCE
1	N 89° 50' 31" E	302.80'
2	N 89° 50' 31" E	302.80'
3	N 89° 50' 31" E	302.80'
4	N 89° 50' 31" E	302.80'
5	N 89° 50' 31" E	302.80'
6	N 89° 50' 31" E	302.80'
7	N 89° 50' 31" E	302.80'
8	N 89° 50' 31" E	302.80'
9	N 89° 50' 31" E	302.80'
10	N 89° 50' 31" E	302.80'
11	N 89° 50' 31" E	302.80'
12	N 89° 50' 31" E	302.80'
13	N 89° 50' 31" E	302.80'
14	N 89° 50' 31" E	302.80'
15	N 89° 50' 31" E	302.80'
16	N 89° 50' 31" E	302.80'
17	N 89° 50' 31" E	302.80'
18	N 89° 50' 31" E	302.80'
19	N 89° 50' 31" E	302.80'
20	N 89° 50' 31" E	302.80'



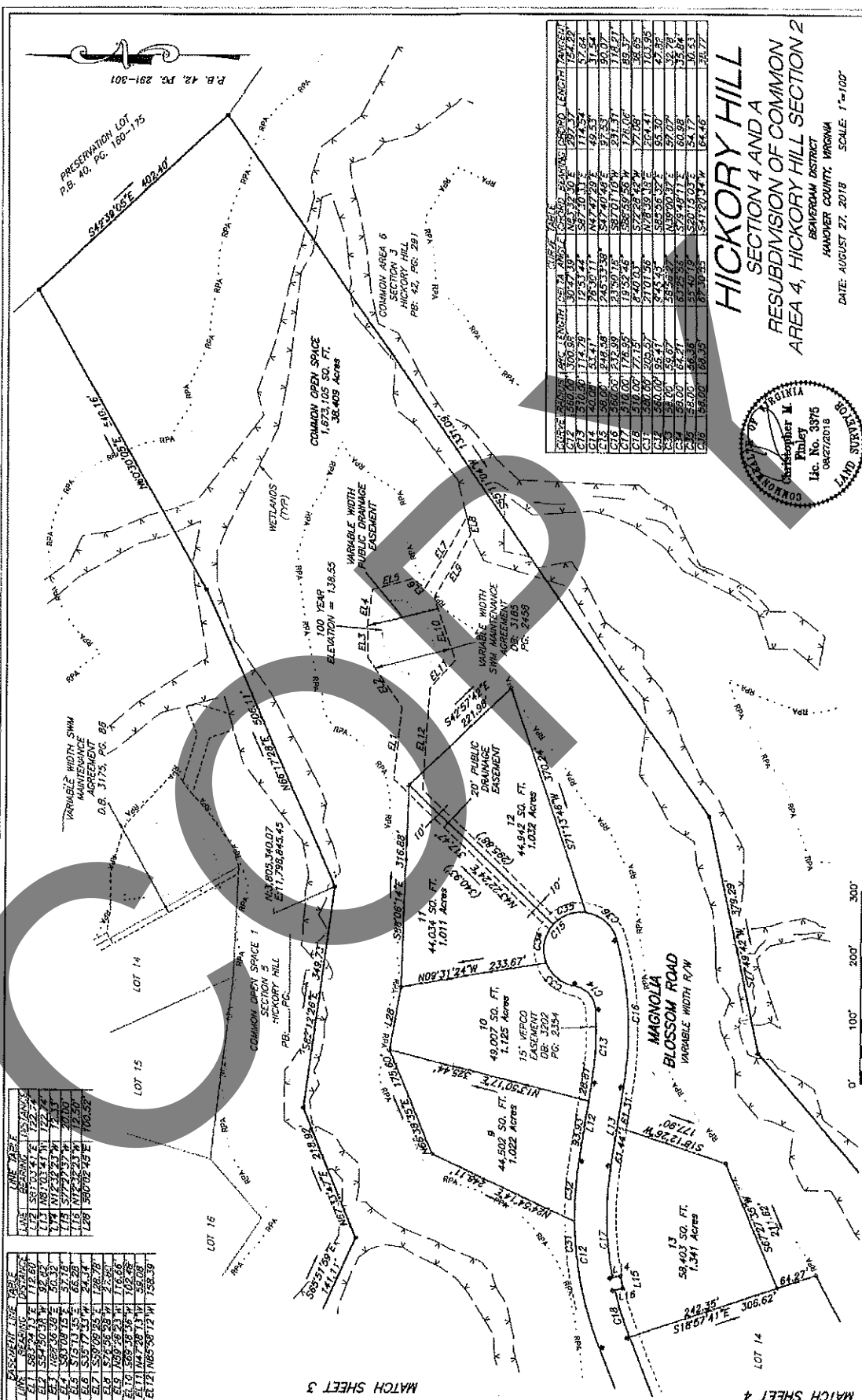
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 Denver Co VA

LINE TABLE		
LINE	BEARING	DISTANCE
112	S81°00'41"E	122.74
113	N81°03'41"W	122.74
114	N12°32'23"W	18.33
115	S72°27'37"W	20.00
116	N23°32'23"E	12.50
118	S80°02'45"E	100.52

LINE	DESCRIPTION	DATE	AMOUNT
11	583 34 13	11/26/08	112.50
12	554 30 34	9/28/08	50.32
13	554 30 34	5/30/08	50.32
14	583 08 15	5/18/08	57.18
15	513 13 15	6/26/08	66.28
16	513 13 15	2/4/08	24.14
17	533 09 23	1/28/08	128.78
18	533 09 23	2/23/08	23.38
19	533 09 23	1/16/08	116.68
20	568 38 56	1/12/08	112.48
21	568 38 56	5/30/08	50.32
22	568 38 56	1/26/08	126.38
23	568 38 56	1/26/08	126.38
24	568 38 56	1/26/08	126.38
25	568 38 56	1/26/08	126.38
26	568 38 56	1/26/08	126.38
27	568 38 56	1/26/08	126.38
28	568 38 56	1/26/08	126.38
29	568 38 56	1/26/08	126.38
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33	568 38 56	1/26/08	126.38
34	568 38 56	1/26/08	126.38
35	568 38 56	1/26/08	126.38
36	568 38 56	1/26/08	126.38
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39	568 38 56	1/26/08	126.38
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41	568 38 56	1/26/08	126.38
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97	568 38 56	1/26/08	126.38
98	568 38 56	1/26/08	126.38
99	568 38 56	1/26/08	126.38
100	568 38 56	1/26/08	126.38

MATCH SHEET 3

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HICKORY HILL
SECTION 4 AND A
RESUBDIVISION OF COMMON
AREA 4, HICKORY HILL SECTION 2

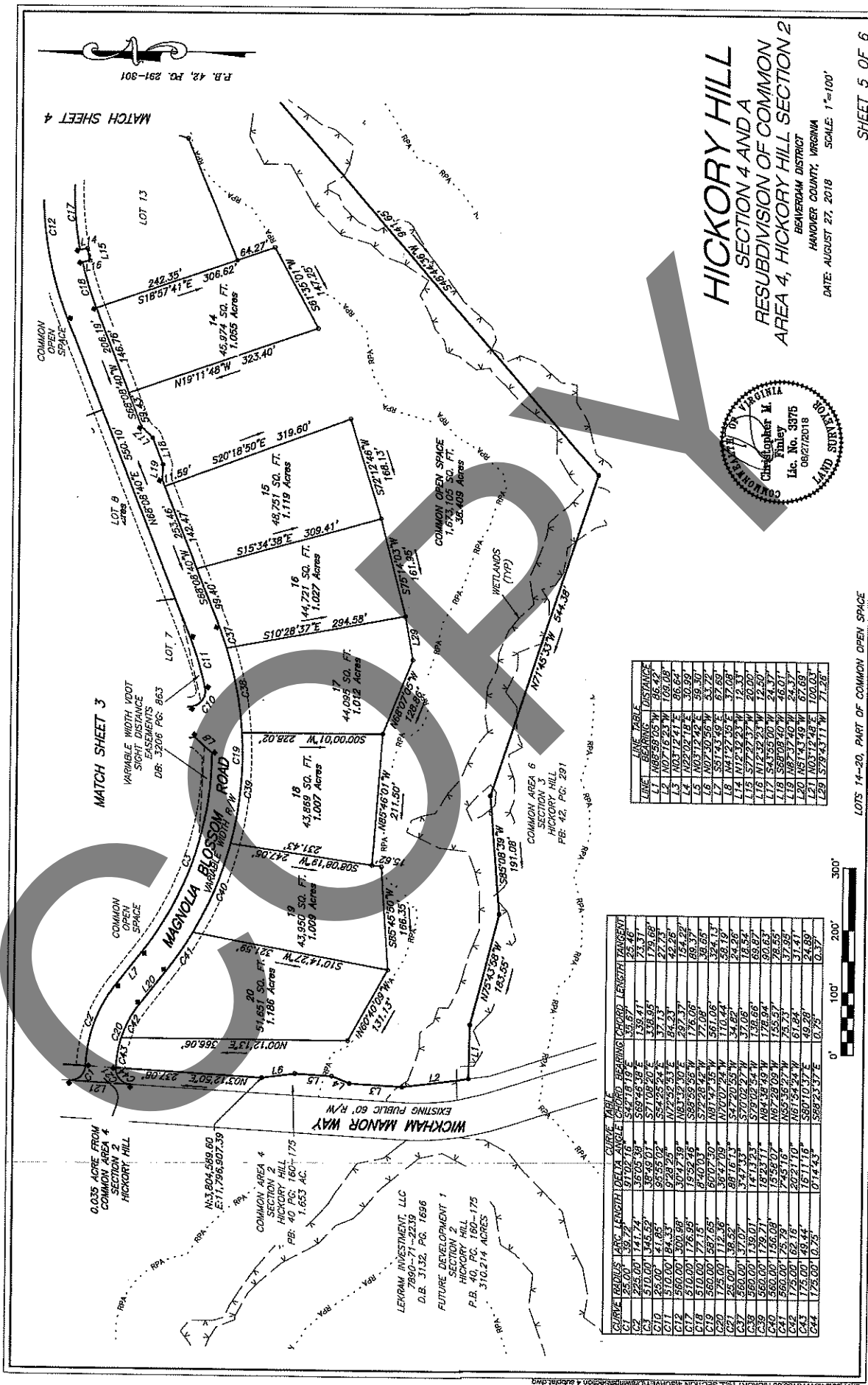
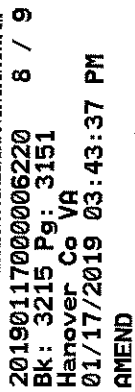
DEPARTMENT DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: AUGUST 27, 2018 SCALE: 1"=100'

SHEET 4 OF 6

LOTS 9-13, PART OF COMMON OPEN SPACE

Age Group	Percentage
18-24	~120%
25-34	~320%
35-44	~180%
45-54	~150%
55-64	~100%
65-74	~80%
75-84	~60%
85+	~40%





HICKORY HILL
SECTION 4 AND A
RESUBDIVISION OF COMMON
AREA 4, HICKORY HILL SECTION 2

BEVERDAM DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: AUGUST 27, 2018 SCALE: 1"=100'

SHEET 5 OF 6

LOTS 14-20, PART OF COMMON OPEN SPACE

Prepared By:
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226
(804) 288-3600

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Bk: 3215 Pg: 3140
Hanover Co VA
01/17/2019 03:43:36 PM
OTHER

Tax Parcel Number: Part of 7890-85-2578

COVENANT EXTENSION CERTIFICATE

THIS COVENANT EXTENSION CERTIFICATE is made as of the 20th day of August, 2018 by HICKORY HILL PARTNERS, LLC, Virginia limited liability company (the "HH Partners"), TOGA INVESTMENT LLC, a Virginia limited liability company ("TOGA" and, together with HH Partners, the "Declarant"), LEKRAM INVESTMENT, LLC, a Virginia limited liability company ("LEKRAM"), and HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC., a Virginia corporation (the "Association").

RECITALS:

WHEREAS, HH Partners as declarant prepared and recorded the Hickory Hill Protective Covenants dated October 7, 2010, in the Clerk's Office, Circuit Court, Hanover County, Virginia (the "Clerk's Office") in Deed Book 2990, page 642, (the "Original Covenants") which Original Covenants place certain restrictions on use on the real property described therein, as amended by Amendment No. 1 to Protective Covenants, dated December 1, 2010 (the "First Amendment") recorded on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3360; and as further amended by Amendment No. 2 to Protective Covenants, dated December 1, 2010 (the "Second Amendment") recorded on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3405; and as further amended by Amendment No. 3 to Protective Covenants, dated March 22, 2011 (the "Third Amendment") recorded on March 23, 2011, in the Clerk's Office in Deed Book 2999, page 476; and as further amended by Amendment No. 4 to Protective Covenants, dated February 20, 2012 (the "Fourth Amendment") recorded on February 24, 2012, in the Clerk's Office in Deed Book 3020, page 2850, and as further amended by Amendment No. 5 to Protective Covenants dated November 30, 2015 (the "Fifth Amendment") recorded December 9, 2015 in the Clerk's Office in Deed Book 3131, page 1133, and as further amended by Amendment No. 6 to Protective Covenants dated 8/28/18 (the "Sixth Amendment") recorded 10/16/18 in the Clerk's Office in Deed Book 3210, page 2198, and as further amended by Amendment No. 7 to Protective Covenants dated 9/11/18 (the "Seventh Amendment") recorded 10/16/18 in the Clerk's Office in Deed Book 3210, page 3208 and as further amended from time to time; and

WHEREAS, unless otherwise specified herein the Original Protective Covenants, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and as further amended from time to time shall be referred to collectively as the "Covenants"; and

WHEREAS, pursuant to the terms of that certain Assignment of Declarant's Rights dated December 22, 2015 and recorded December 28, 2015 in the Clerk's Office in Deed Book 3132, page 1699, HH Partners assigned certain rights as "Declarant" (as such term is defined in the Protective Covenants) to TOGA in regard to a portion of Hickory Hill more particularly described therein; and

WHEREAS, LEKRAM and the Association are each the owners of certain portions real property totaling approximately 63.209 acres (the "Property") which Property is shown on a plat entitled "Hickory Hill, Section 4 and a Resubdivision of Common Area 4, Hickory Hill Section 2, Beaverdam District, Hanover County, Virginia" prepared by Balzer & Associates, Inc. dated Aug 27, 2018 and recorded immediately hereafter (the "Plat"); and

WHEREAS, the parties now desire to subdivide and resubdivide the Property as set forth on the

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Bk: 3215 Pg: 3141
Hanover Co VA
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OTHER

Plat and extend the Covenants to such Property.

NOW, THEREFORE, pursuant to Sections 3.03 and 7.02 of the Covenants the Declarant hereby (i) consents to and joins in the subdivision and re-subdivision created by the Plat and (ii) extends the rights, obligations, burdens and privileges of the Covenants to the Property. LEKRAM and the Association hereby (i) consent to and joins in the subdivision and resubdivision created by the Plat and (ii) consents to the extension of the Covenants to the Property.

[remainder page left intentionally blank]

COPY

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Bk: 3215 Pg: 3142
Hanover Co VA
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OTHER

WITNESS the following signatures:

HICKORY HILL PARTNERS, LLC

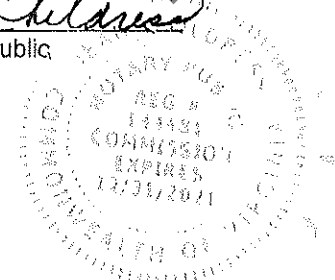
By: [Signature]
Anthony F. Markel, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico to wit:

I, Jean Childress, a Notary Public in and for the jurisdiction aforesaid so
certify that the foregoing Covenant Extension Certificate was executed and acknowledged before me this
28th day of August 2018, by Anthony F. Markel, Manager of Hickory Hill Partners, LLC.

[Signature]
Notary Public

My commission expires: 12/31/2021
Notary Public No. 144481



TOGA INVESTMENT, LLC

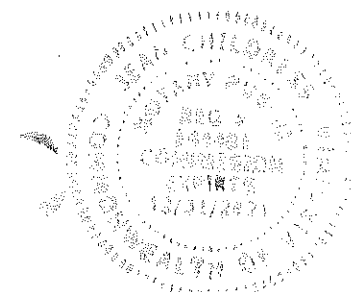
By: [Signature]
Anthony F. Markel, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico to wit:

I, Jean Childress, a Notary Public in and for the jurisdiction aforesaid so
certify that the foregoing Covenant Extension Certificate was executed and acknowledged before me this
28th day of August 2018, by Anthony F. Markel, Manager of TOGA Investment, LLC.

[Signature]
Notary Public

My commission expires: 12/31/2021
Notary Public No. 144481



LEKRAM INVESTMENT, LLC

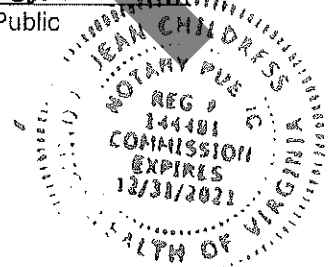
By: Anthony F. Markel
Anthony F. Markel, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Hennrico to wit:

I, Jean Childress, a Notary Public in and for the jurisdiction aforesaid so
certify that the foregoing Covenant Extension Certificate was executed and acknowledged before me this
28th day of August 2018, by Anthony F. Markel, Manager of LEKRAM Investment, LLC.

Jean Childress
Notary Public

My commission expires: 12/31/2021
Notary Public No. 144481



HICKORY HILL PROPERTIES OWNERS ASSOCIATION, INC.

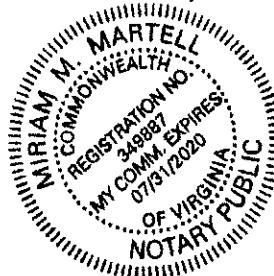
By: Todd D. Rogers
Todd D. Rogers, President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Hanover to wit:

I, MIRIAM M. MARTELL, a Notary Public in and for the jurisdiction aforesaid so
certify that the foregoing Covenant Extension Certificate was executed and acknowledged before me this
20th day of August 2018, by Todd D. Rogers, President of Hickory Hill Property Owners Association,
Inc., on behalf of the association.

Miriam M. Martell
Notary Public

My commission expires: 7/31/2020
Notary Public No. 349887



20190117000006210 4 / 4
Bk: 3215 Pg: 3143
Hanover Co VA
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OTHER

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HANOVER CO CLERK'S OFFICE
01/17/2019 03:43:36 PM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: KJACOBS

Prepared By:
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226
(804) 288-3600

Tax Parcel Numbers: Part of 7890-85-2578

COVENANT EXTENSION CERTIFICATE

THIS COVENANT EXTENSION CERTIFICATE is made as of the 31st day of July, 2018 by **HICKORY HILL PARTNERS, LLC**, Virginia limited liability company (the "Hickory Hill") and **LEKRAM INVESTMENT, LLC**, a Virginia limited liability company ("Lekram").

RECITALS:

WHEREAS, Hickory Hill as declarant prepared and recorded the Hickory Hill Protective Covenants dated October 7, 2010, in the Clerk's Office, Circuit Court, Hanover County, Virginia (the "Clerk's Office") in Deed Book 2990, page 642, (the "Original Covenants") which Original Covenants place certain restrictions on use on the real property described therein, as amended by Amendment No. 1 to Protective Covenants, dated December 1, 2010 (the "First Amendment") recorded on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3360; and as further amended by Amendment No. 2 to Protective Covenants, dated December 1, 2010 (the "Second Amendment") recorded on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3405; and as further amended by Amendment No. 3 to Protective Covenants, dated March 22, 2011 (the "Third Amendment") recorded on March 23, 2011, in the Clerk's Office in Deed Book 2999, page 476; and as further amended by Amendment No. 4 to Protective Covenants, dated February 20, 2012 (the "Fourth Amendment") recorded on February 24, 2012, in the Clerk's Office in Deed Book 3020, page 2850, and as further amended by Amendment No. 5 to Protective Covenants dated November 30, 2015 (the "Fifth Amendment") recorded December 9, 2015 in the Clerk's Office in Deed Book 3131, page 1133, and as further amended from time to time; and

WHEREAS, unless otherwise specified herein the Original Protective Covenants, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment shall be referred to collectively as the "Covenants"; and

WHEREAS, Lekram is the owner of certain real property containing approximately 63.209 acres (the "Property") which Property is shown on a plat entitled "Hickory Hill, Section 4 and a Resubdivision of Common Area 4, Hickory Hill Section 2, Beaverdam District, Hanover County, Virginia" prepared by Balzer & Associates, Inc. dated December 28, 2017 and recorded on 11/14/18 in the Clerk's Office in Plat Book 44, page 268 (the "Plat"); and

WHEREAS, the parties now desire to subdivide and resubdivide the Property as set forth on the Plat and extend the Covenants to such Property.

NOW, THEREFORE, pursuant to Section 7.02 of the Covenants the Declarant hereby extends the rights, obligations, burdens and privileges of the Covenants to the Property. Lekram hereby (i) consents to and joins in the subdivision and resubdivision created by the Plat and (ii) consents to the extension of the Covenants to the Property.

[remainder page left intentionally blank]

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Hanover Co VA
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OTHER

WITNESS the following signatures:

HICKORY HILL PARTNERS, LLC

By: [Signature]
Anthony F. Markel, Manager

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Henrico to wit:

I, Jean Childress, a Notary Public in and for the jurisdiction aforesaid so
certify that the foregoing Covenant Extension Certificate was executed and acknowledged before me this
31st day of July 2018, by Anthony F. Markel, Manager of Hickory Hill Partners, LLC.

[Signature]
Notary Public

My commission expires: 12/31/2021
Notary Public No. 144481



LEKRAM INVESTMENT, LLC

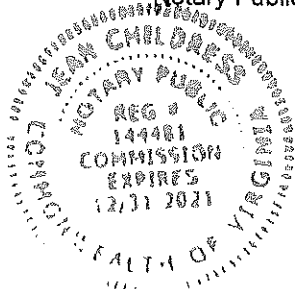
By: [Signature]
Anthony F. Markel, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico to wit:

I, Jean Childress, a Notary Public in and for the jurisdiction aforesaid so
certify that the foregoing Covenant Extension Certificate was executed and acknowledged before me this
31st day of July 2018, by Anthony F. Markel, Manager of Lekram Investment, LLC.

[Signature]
Notary Public

My commission expires: 12/31/2021
Notary Public No. 144481



20190117000006200 2 / 2
Bk: 3215 Pg: 3139
Hanover Co VA
01/17/2019 03:43:35 PM
OTHER

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HANOVER CO CLERK'S OFFICE
01/17/2019 03:43:35 PM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: KJACOBS

This Document Prepared By:
Joseph A. Perini, VSB# 65822
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226

GPIN Nos: See Attached Exhibit A

AMENDMENT NO. 7

TO

PROTECTIVE COVENANTS OF HICKORY HILL

THIS AMENDMENT NO. 7 TO PROTECTIVE COVENANTS OF HICKORY HILL is made as of the 11th day of September, 2018 by HICKORY HILL PARTNERS, LLC, a Virginia limited liability company ("HH Partners") TOGA INVESTMENT, LLC, a Virginia limited liability company ("Toga" and, together with HH Partners, the "Declarant").

WHEREAS, HH Partners recorded the Protective Covenants dated October 7, 2010 (the "Original Protective Covenants") on November 24, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia (the "Clerk's Office") in Deed Book 2990, page 642.

WHEREAS, HH Partners recorded Amendment No. 1 to Protective Covenants of Hickory Hill dated December 1, 2010 (the "First Amendment") on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3360; and

WHEREAS, HH Partners recorded Amendment No. 2 to Protective Covenants of Hickory Hill dated December 1, 2010 (the "Second Amendment") on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3405; and

WHEREAS, HH Partners recorded Amendment No. 3 to Protective Covenants of Hickory Hill dated March 22, 2011 (the "Third Amendment") on March 23, 2011, in the Clerk's Office in Deed Book 2999, page 476; and

WHEREAS, HH Partners recorded Amendment No. 4 to Protective Covenants of Hickory Hill dated February 20, 2012 (the "Fourth Amendment") on February 24, 2012, in the Clerk's Office in Deed Book 3020, page 2850; and

WHEREAS, HH Partners recorded Amendment No. 5 to Protective Covenants of Hickory Hill dated November 30, 2015 (the "Fifth Amendment") on December 9, 2015, in the Clerk's Office in Deed Book 3131, page 1133; and

WHEREAS, HH Partners recorded Amendment No. 6 to Protective Covenants of Hickory Hill dated August 28, 2018 (the "Sixth Amendment") immediately prior hereto; and

Covenants shall not apply to the Preservation Lot provided, however, that no dumping of soil, trash, ashes, garbage, waste or other offensive material shall be permitted on the Preservation Lot except on a temporary basis incidental to a permitted use of the Preservation Lot.

3. Architectural Review. Article V of the Protective Covenants shall only apply to improvements to the Preservation Lot that are within two hundred (200) feet of a residential lot within Hickory Hill. Notwithstanding the preceding sentence, Article V of the Protective Covenants shall not apply to fences, gates, locks, signs, and similar improvements to the Preservation Lot and/or the area subject to the Access Easement Agreement, as hereinafter defined.

4. Assessments. For purposes of calculating any assessments owed by the owner of the Preservation Lot in accordance with the Protective Covenants, the Preservation Lot shall be considered one (1) lot within Hickory Hill and shall be assessed on an equal basis with the residential lots.

5. Timbering. Timbering on the Preservation Lot shall be permitted but only to the extent such timbering is periodic selective harvesting of marketable timber under the supervision of a qualified forester under a forestry management plan in accordance with sound forest management guidelines promulgated by the Society of American Foresters or any similar successor organization and only so long as such activities comply with the terms and conditions of the Open Space Easement and all applicable state and local governmental regulations.

6. Hunting and Shooting. The discharge of firearms, bows and arrows, and similar weapons on the Preservation Lot for the purpose of hunting and/or target shooting shall be permitted only (i) when done solely on the Preservation Lot and (ii) when done in accordance with all applicable state and local government regulations. Discharge of a firearm within 300 feet of a residence (excluding any residence built on the Preservation Lot) or a public road is not allowed. Notwithstanding the preceding sentences, no hunting club or shooting club shall be permitted on the Preservation Lot at any time. No discharge of firearms, bows and arrows, or similar weapons shall be permitted within any portion of Hickory Hill except the Preservation Lot.

7. Access and Common Area 8.

A. In addition to all other rights granted to an owner of a lot within Hickory Hill by the Protective Covenants, the owner of the Preservation Lot and the guests and invitees of such owner shall have pedestrian access through the Common Areas for purposes of ingress and egress to and from the Preservation Lot. No individual or entity except the owner of the Preservation Lot and such owner's guests and invitees shall have any right of access to, over, or through any portion of Preservation Lot and nothing contained in the Protective Covenants, this Amendment, the Access Easement Agreement, as hereinafter defined, or otherwise shall be construed to provide any such right. In furtherance and not in limitation of the preceding sentence, no individual or entity shall have any right of access to Common Area 8 via, over, or through any portion of the Preservation Lot.

B. For purposes of this Amendment, "Access Easement Agreement" means that certain Access Easement Agreement dated September 11, 2018 and recorded immediately prior

20181016000125470 3 / 6
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Hanover Co VA
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WITNESS the following signatures.

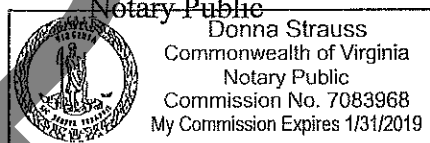
HICKORY HILL PARTNERS, LLC

By: 
Anthony F. Markel, Manager

STATE OF VIRGINIA
CITY/COUNTY OF HENRICO to-wit:

The foregoing Declaration was acknowledged before me this 10th day of September, 2018, by Anthony F. Markel, Manager of Hickory Hill Partners, LLC a Virginia limited liability company, on behalf of the company.

My Commission Expires: 1/31/2019



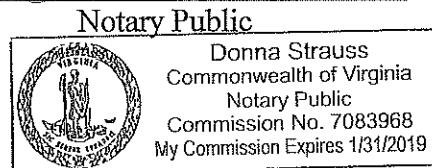
TOGA INVESTMENT, LLC


By: 
Anthony F. Markel, Manager

STATE OF VIRGINIA
CITY/COUNTY OF HENRICO to-wit:

The foregoing Declaration was acknowledged before me this 11th day of September, 2018, by Anthony F. Markel, Manager of Toga Investment, LLC a Virginia limited liability company, on behalf of the company.

My Commission Expires: 1/31/2019




20181016000125470 5 / 6
Bk: 3210 Pg: 2212
Hanover Co VA
10/16/2018 12:51:59 PM
AMEND

This Document Prepared by:
Joseph A. Perini, VSB# 65822
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226

File To:

Tax Map No.: 7890-23-4555; 8800-04-2762; 7890-71-2239; and 7890-85-2578

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the "Agreement") is made this 11th day of October, 2018, by **HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation (the "Association") and **LEKRAM INVESTMENTS, LLC**, a Virginia limited liability company ("LEKRAM"), Grantors, and **HICKORY HILL PARTNERS, LLC**, a Virginia limited liability company ("HH Partners"), Grantee.

WITNESSETH:

WHEREAS, the Association is the owner of those certain parcels of land in Hanover County, Virginia, designated as GPINS 8800-04-2762 and 7890-71-2239 (part); and

WHEREAS, LEKRAM is the owner of that certain parcel of land in Hanover County, Virginia, designated as GPIN 7890-85-2578 and 7890-71-2239 (part); and

WHEREAS, HH Partners is the owner of that certain preservation lot in Hanover County, Virginia, designated as GPIN 7890-23-4555 (the "Preservation Lot"); and

WHEREAS, the Association and LEKRAM desire to grant easements to HH Partners for purposes pedestrian and vehicular ingress and egress across the Association Property and the LEKRAM Property as shown on that certain plat made by Balzer and Associates, Inc., entitled "Compiled Plat Showing Two (2) 50' Access Easements Crossing the Lands of Hickory Hill Property Owners Association, Inc., Being GPINs: 7890-71-2239 (Part) and 8800-04-2762 and Five (5) 50' Access Easements Crossing the Lands of LEKRAM Investments, LLC, Being GPINs: 7890-85-2578 and 7890-71-2239 (Part)," dated September 28, 2018 (the "Plat"), a copy of which Plat is attached hereto and recorded herewith as Exhibit A; and **see PB 44 PG 233**

WHEREAS, all property owned by the Association and LEKRAM as shown on the Plat is collectively referred to herein as the "Grantors' Property."

NOW, THEREFORE, in consideration of the premises and the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, the parties hereto agree as follows:

The Grantors hereby grant and convey, unto the Grantee, its heirs, successors, and assigns, exclusive easements for purposes of pedestrian and vehicular ingress and egress by Grantee and



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 Hanover Co VA
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WITNESS the following signature and seal:

THE ASSOCIATION:

Hickory Hill Property Owners Association, Inc.
a Virginia non-stock corporation

By: [Signature]
Todd D. Rogers, President

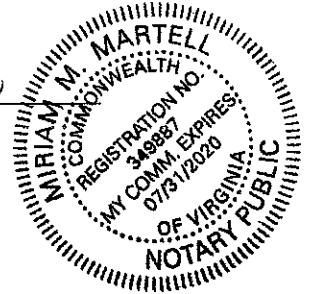
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Hanover, to-wit:

The foregoing deed was acknowledged before me this 13th day of September, 2018,
by Todd D. Rogers, President of Hickory Hill Property Owners Association, Inc., on its behalf.

[Signature]
Notary Public

My Commission Expires: 7-31-2020



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Hanover Co VA
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Exhibit A
Plat

COPY


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HANOVER CO CLERK'S OFFICE
10/16/2018 12:51:57 PM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: KJACOBS

This Document Prepared By:
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226

GPIN Nos: See Attached Exhibit A

AMENDMENT NO. 6

TO

PROTECTIVE COVENANTS OF HICKORY HILL

(Section 5)

THIS AMENDMENT NO. 6 TO PROTECTIVE COVENANTS OF HICKORY HILL is made as of the 28th day of August 2018 by **HICKORY HILL PARTNERS, LLC**, a Virginia limited liability company ("HH Partners") **TOGA INVESTMENT, LLC**, a Virginia limited liability company ("TOGA" and, together with HH Partners, the "Declarant").

WHEREAS, HH Partners recorded the Protective Covenants dated October 7, 2010 (the "Original Protective Covenants") on November 24, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia (the "Clerk's Office") in Deed Book 2990, page 642. The Original Protective Covenants encumbered certain real property more described in the Original Protective Covenants, which real property is commonly and collectively known as "Hickory Hill" and; and

WHEREAS, HH Partners recorded Amendment No. 1 to Protective Covenants of Hickory Hill dated December 1, 2010 (the "First Amendment") on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3360; and

WHEREAS, HH Partners recorded Amendment No. 2 to Protective Covenants of Hickory Hill dated December 1, 2010 (the "Second Amendment") on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3405; and

WHEREAS, HH Partners recorded Amendment No. 3 to Protective Covenants of Hickory Hill dated March 22, 2011 (the "Third Amendment") on March 23, 2011, in the Clerk's Office in Deed Book 2999, page 476; and

WHEREAS, HH Partners recorded Amendment No. 4 to Protective Covenants of Hickory Hill dated February 20, 2012 (the "Fourth Amendment") on February 24, 2012, in the Clerk's Office in Deed Book 3020, page 2850; and

WHEREAS, HH Partners recorded Amendment No. 5 to Protective Covenants of Hickory Hill dated November 30, 2015 (the "Fifth Amendment") on December 9, 2015, in the Clerk's Office in Deed Book 3131, page 1133; and

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AMEND

WITNESS the following signatures.

HICKORY HILL PARTNERS, LLC

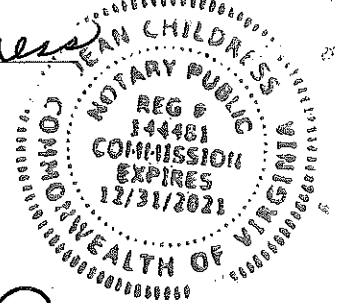
By: *Anthony F. Markel*
Anthony F. Markel, Manager

STATE OF VIRGINIA
CITY/COUNTY OF Henrico to-wit:

The foregoing Declaration was acknowledged before me this 28th day of August, 2018, by Anthony F. Markel, Manager of Hickory Hill Partners, LLC a Virginia limited liability company, on behalf of the company.

Jean Childress
Notary Public

My Commission Expires: 12/31/2021



TOGA INVESTMENT, LLC

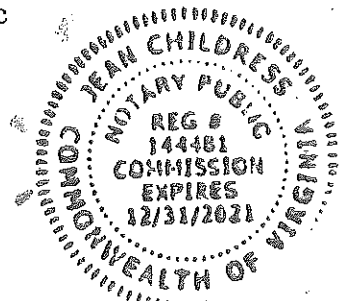
By: *Anthony F. Markel*
Anthony F. Markel, Manager

STATE OF VIRGINIA
CITY/COUNTY OF Henrico to-wit:

The foregoing Declaration was acknowledged before me this 28th day of August, 2018, by Anthony F. Markel, Manager of TOGA Investment, LLC a Virginia limited liability company, on behalf of the company.

Jean Childress
Notary Public


My Commission Expires: 12/31/2021



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Hanover Co VA
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AMEND

Exhibit B
Plat

COPY


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Hanover Co VA
10/16/2018 12:46:00 PM
AMEND

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HANOVER CO CLERK'S OFFICE
10/16/2018 12:46:00 PM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR., CLERK
BY: KJACOBS

Prepared By:
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226
(804) 288-3600

Tax Parcel Number: Part of 7890-85-2578

COVENANT EXTENSION CERTIFICATE

THIS COVENANT EXTENSION CERTIFICATE is made as of the 28th day of August, 2018 by HICKORY HILL PARTNERS, LLC, Virginia limited liability company (the "HH Partners"), TOGA INVESTMENT LLC, a Virginia limited liability company ("TOGA" and, together with HH Partners, the "Declarant") and LEKRAM INVESTMENT, LLC, a Virginia limited liability company ("LEKRAM").

RECITALS:

WHEREAS, HH Partners as declarant prepared and recorded the Hickory Hill Protective Covenants dated October 7, 2010, in the Clerk's Office, Circuit Court, Hanover County, Virginia (the "Clerk's Office") in Deed Book 2990, page 642, (the "Original Covenants") which Original Covenants place certain restrictions on use on the real property described therein, as amended by Amendment No. 1 to Protective Covenants, dated December 1, 2010 (the "First Amendment") recorded on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3360; and as further amended by Amendment No. 2 to Protective Covenants, dated December 1, 2010 (the "Second Amendment") recorded on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3405; and as further amended by Amendment No. 3 to Protective Covenants, dated March 22, 2011 (the "Third Amendment") recorded on March 23, 2011, in the Clerk's Office in Deed Book 2999, page 476; and as further amended by Amendment No. 4 to Protective Covenants, dated February 20, 2012 (the "Fourth Amendment") recorded on February 24, 2012, in the Clerk's Office in Deed Book 3020, page 2850, and as further amended by Amendment No. 5 to Protective Covenants dated November 30, 2015 (the "Fifth Amendment") recorded December 9, 2015 in the Clerk's Office in Deed Book 3131, page 1133, and as further amended from time to time; and

WHEREAS, unless otherwise specified herein the Original Protective Covenants, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and as further amended from time to time shall be referred to collectively as the "Covenants"; and

WHEREAS, pursuant to the terms of that certain Assignment of Declarant's Rights dated December 22, 2015 and recorded December 28, 2015 in the Clerk's Office in Deed Book 3132, page 1699, HH Partners assigned certain rights as "Declarant" (as such term is defined in the Protective Covenants) to TOGA in regard to a portion of Hickory Hill more particularly described therein; and

WHEREAS, LEKRAM is the owner of certain real property containing approximately 59.527 acres (the "Property") which Property is shown on a plat entitled "Hickory Hill, Section 5, 'The Reserve at Hickory Hill', Beaverdam District, Hanover County, Virginia" prepared by Balzer & Associates, Inc. dated July 16, 2018 and recorded immediately hereafter (the "Plat"); and

WHEREAS, the parties now desire to subdivide the Property as set forth on the Plat and extend the Covenants, as the same may be amended from time to time, to such Property.

NOW, THEREFORE, pursuant to Sections 3.03 and 7.02 of the Covenants the Declarant hereby (i) consents to and joins in the subdivision created by the Plat and (ii) extends the rights, obligations, burdens and privileges of the Covenants to the Property. LEKRAM hereby (i) consents to and joins in the subdivision created by the Plat and (ii) consents to the extension of the Covenants to the Property.

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OTHER

LEKRAM INVESTMENT, LLC

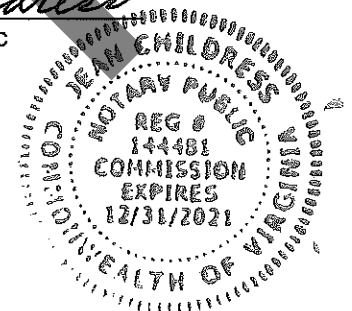
By: *Anthony F. Markel*
Anthony F. Markel, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico to wit:

I, Jean Childress, a Notary Public in and for the jurisdiction aforesaid so
certify that the foregoing Covenant Extension Certificate was executed and acknowledged before me this
28th day of August 2018, by Anthony F. Markel, Manager of LEKRAM Investment, LLC.

Jean Childress
Notary Public

My commission expires: 12/31/2021
Notary Public No. 144481



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Hanover Co VA
10/16/2018 12:45:59 PM
OTHER

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HANOVER CO CLERK'S OFFICE
10/16/2018 12:45:59 PM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR., CLERK
BY: KJACOBS

20180110000003850 1 / 9
Bk: 3191 Pg: 1336
Hanover Co VA
01/10/2018 02:13:14 PM
AGMT

Prepared by Hanover County

GPIN(S): 7890-71-2239 (in part)

Consideration: \$0

MAINTENANCE AGREEMENT
FOR DRAINAGE AND STORMWATER MANAGEMENT FACILITIES

THIS MAINTENANCE AGREEMENT (this "Agreement") is entered into as of January 8,
2018, by **HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC.** owner of the
property which is the subject of this Agreement, for itself and its successors in title, including
purchasers of subdivided lots or parcels, (the "Owner") and **HANOVER COUNTY**, a political
subdivision of the Commonwealth of Virginia (the "County").

RECITALS

1. **HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC.** is the Owner of
the 47.751 acre parcel of land located in Hanover County, Virginia, designated GPIN 7890-71-
2239 (in part) in the County's tax records, having acquired the property by deed recorded in the
Hanover County Circuit Court Clerk's Office in Deed Book 3026 page 2953 (the "Property");
and
2. A drainage or stormwater management plan prepared by Balzer & Associates Inc.
dated July 14, 2017, titled "Hickory Hill Section 6" (all components and pages of which shall
herein be termed the "Plan") has been approved by the County; and
3. The Plan provides for permanent drainage, stormwater management, best management
practices, erosion and sediment control facilities or other techniques designed to manage the
quality and quantity of stormwater runoff (collectively herein termed the "Facilities"); and
4. Pursuant to the Federal Clean Water Act, the Virginia Chesapeake Bay Preservation Act,
Erosion and Sediment Control Law, the Stormwater Management Act, and regulations adopted

This Document Prepared By:
Hanover County Attorney's Office
P.O. Box 470
Hanover, Virginia 23069-0479

Page 1 of 9

FORM 1357
(created 9/13; rev. 6/17)
Approved as to form CA 6/17

RETURN TO PUBLIC WORKS

by the Environmental Protection Agency, the Soil and Water Conservation Board, the State Water Control Board and Department of Environmental Quality, as they may be amended or superseded from time to time, or supplemented by additional regulation or legislation, as applicable, the County requires that the Facilities as shown on the Plan be constructed, operated, and adequately maintained by the Owner, whether located on the Property or elsewhere. Throughout this Agreement, maintenance of the Facilities includes repair and replacement, as necessary to meet the requirements of the Plan.

In consideration of the requirements of state and federal law and the approval of site or subdivision plans sought by the Owner, the parties agree as follows:

AGREEMENT

The Owner warrants that it is the owner of fee simple title to the Property and that there are no exceptions or restrictions which would interfere with or adversely affect the County's rights pursuant to this Agreement, or which would adversely affect the Owner's authority to enter into this Agreement.

The parties further agree as follows:

1. The Owner shall ensure the proper construction, operation, and maintenance of the Facilities depicted on the Plan and submit a construction record drawing for the Facilities to the County upon completion and prior to release of any surety and termination of any temporary permit. The construction record drawing shall be appropriately sealed and signed by a professional registered in the Commonwealth of Virginia, certifying that the Facilities have been constructed in accordance with the Plan.

2. The Owner shall maintain the Facilities depicted on the Plan as needed to ensure that the Facilities, are and remain in proper working condition in accordance with the Plan, including any associated maintenance plans or instructions and with applicable design standards and applicable



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Hanover Co VA

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laws. The Owner shall also perform any maintenance and other actions identified in the periodic inspection reports required in Paragraph 3(b).

3. The Owner shall cause inspections of the Facilities to be conducted as follows:

a. The Owner agrees to cause inspections of the Facilities to be conducted by a person licensed as a professional engineer, architect, landscape architect, or land surveyor pursuant to Article I (§ 54.1-400 et seq.) of Chapter 4 of Title 54.1 of the Code of Virginia; a person who works under the direction and oversight of the licensed professional engineer, architect, landscape architect, or land surveyor; or a person who holds an appropriate certificate of competence from the State of Virginia ("the Inspector"). The Inspector shall be retained by the Owner at the Owner's expense. Inspections shall take place at least once every five (5) years after completion of the Facilities.

b. The Owner shall submit a written inspection report to the County within thirty (30) days after completion of each such inspection. The inspection shall be in a form consistent with the standards of practice for inspecting similar stormwater facilities, and shall include, at a minimum:

- i. The date of inspection;
- ii. The name, address and professional classification of the Inspector;
- iii. The condition of vegetation, fences, spillways (principal and emergency), embankments, reservoir areas, inlet and outlet channels, underground drainage structures, sediment loads, gates and valves, and any other item that could affect the proper functioning of the Facilities and conformance to the Plan; and

- iv. A description of all maintenance or other actions that the Inspector deems necessary in order to ensure that the Facilities continue to function in accordance with the Plan and applicable laws.

4. The Owner conveys to the County and other appropriate governmental parties a Right of Access over the Property from public rights-of-way to the Facilities as shown on the Plan or as reasonably necessary for the purpose of ensuring the proper construction, operation and maintenance of the Facilities.

5. If the Owner fails to conduct and report the required inspections, the inspections are incomplete or improper, or the Owner fails to properly maintain the Facilities, the County may take enforcement actions pursuant to this Agreement and as provided for by County ordinances and state statutes and regulations.

6. After a judgment adverse to the Owner in any criminal or civil proceeding arising from an alleged failure to construct, operate and maintain the Facilities in accordance with the Plan or comply with this Agreement, if the Owner fails to correct the conditions demonstrated by the County in the legal proceeding within 30 days after entry of judgment, the County may enter onto the Property and take all measures reasonably necessary to bring the Facilities into compliance with the provisions of the Plan. Promptly after entry of a judgment adverse to the Owner, the County will provide notice to the Owner of the availability of this remedy.

7. In the event of an emergency in which there is imminent danger that the condition of the Facilities may permit or cause a public nuisance or unreasonable degradation of other properties, water quality, stream channels and other natural resources, as determined by the Director of Public Works, designee or other County employee, who shall be a licensed professional engineer, the County, its employees or agents, at its option, may enter immediately upon the Property or other properties where Facilities are located and take whatever steps it reasonably

determines to be necessary to correct or ameliorate the conditions causing the emergency. To the extent reasonable under the circumstances, the County shall provide the Owner with notice and an opportunity to correct the conditions. "Public nuisance" and "unreasonable degradation of other properties" shall include, but are not limited to, infestation of mosquitoes or vermin, foul odors, accumulation of debris, excessive growth of vegetation not specified in the Plan and which presents a threat to public health, flooding or imminent threat of flooding, ponding of water or erosion caused by failure to maintain the Facilities in accordance with the Plan.

8. The Owner shall not be entitled to compensation from the County for the use or occupancy of the property during the exercise of the County's Right Of Access onto the Property for the purposes identified in this Agreement.

9. In the event that, pursuant to this Agreement, County performs work or expends any funds reasonably necessary for the maintenance, repair or replacement of the Facilities, necessitated by the unmaintained, non-compliant, or otherwise defective condition of the Facilities, including labor, equipment, supplies and materials, the Owner shall reimburse the County within thirty (30) days after Owner's receipt of written notice of such expenditures from the County.

10. In the event the Owner disputes the assessment of costs incurred by the County pursuant to this Agreement, the Owner may appeal the amount of the assessed costs to the County Administrator by filing written notice of appeal within fourteen (14) days of the date of notice of the assessment. The County Administrator shall consider the appeal by the Owner promptly and shall provide the Owner with reasonable notice and an opportunity to be heard and no amounts shall be due during the pendency of the appeal to the County Administrator. The assessed costs, less any adjustments, shall be due and payable within thirty (30) days after the decision of the County Administrator which shall be in writing and dated. The assessment of costs under this

Agreement may be challenged pursuant to the provisions of the Code of Virginia governing the submission of claims against counties, Va. Code Section 15.2-1243, et seq., as they may be amended from time to time, but the pendency of a judicial challenge to the decision of the County Administrator shall not postpone the date that payment of assessed costs is due.

11. Any amounts owed by the Owner to the County and not paid within thirty (30) days after receipt of such notification of amounts due, or within thirty (30) days of the date of the County Administrator's decision on appeal shall be the obligation of the Owner. Upon recordation of a memorandum of lien, the full amount owed to the County by the Owner pursuant to this Agreement shall be a lien on the Property that runs with the land and an obligation of the Owner, and all successors or assigns, jointly and severally, as of the date of such recordation. In addition, the County may pursue any legal remedies for enforcement of the lien and collection of the amount owed.

12. Notice required by this Agreement shall be effective if given by certified mail to the Owner at the address listed in the County's tax records, unless the Owner has specifically requested in writing that notice be sent to a different address. Any notice to the County shall be given to the County Administrator, P. O. Box 470, Hanover, Virginia 23069-0470.

13. The responsibilities and obligations of the Owner shall constitute a covenant running with the land, and shall be binding upon all subsequent owners, their administrators, executors, assigns, heirs and any other successors in interest so long as they own the Property or any portion thereof served by the Facilities. Notwithstanding the foregoing, it is understood and agreed that any liability arising during the period of time when any such Owner owns the Property, or any portion thereof, shall remain a personal liability of such Owner.

14. In no event shall any provision of this Agreement be interpreted to place any obligations upon the County, its officials, employees or agents, except as specifically described in this

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Agreement. In no event shall any provision of this Agreement be interpreted to modify or waive the requirements of any federal, state or local law or regulation or the terms of any other agreements between the parties. This Agreement does not modify the statutory or common law duties of County officials, employees or agents in implementing the County's rights under this Agreement.

15. The laws of the Commonwealth of Virginia shall govern the construction of this Agreement and all claims and actions related to this Agreement shall be filed in the Hanover County General District Court or the Hanover County Circuit Court.

16. Words importing the singular number shall include the plural number and vice versa.

17. This Agreement shall be recorded among the land records in the Clerk's Office of the Hanover County Circuit Court.

[Signatures on Following Page]

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The signatures and seals of the parties or of their authorized representatives are set out below in acknowledgment of this Agreement.

OWNER

HICKORY HILL PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature] (SEAL)
Name: Todd D. Rogers

CITY/COUNTY OF Hanover,
STATE/ COMMONWEALTH OF Virginia

The foregoing instrument was acknowledged before me January 5, 2018, by
Todd D. Rogers, President {title}, on behalf of
Hickory Hill P.O.A., Owner.

My commission expires: 7-31-2020
Notary registration number: 349887

Miriam M. Martell
Notary Public



Approved as to substance:

[Signature] 1/5/2018
Name: J. Michael Flagg, P.E.
Director of Public Works

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Hanover Co VA
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HANOVER COUNTY, a political subdivision of
the Commonwealth of Virginia,

Date: 1.08.2018

By: [Signature] (SEAL)
Name: Frank W. Harksen, Jr.
Deputy County Administrator

COUNTY OF HANOVER,
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me January 8, 2018, by
Frank Harksen, Deputy County Administrator, on behalf of Hanover
County, a political subdivision of the Commonwealth of Virginia.

My commission expires: 05/31/18
Notary registration number: 7352621

SAUNDRA E. MARTIN
NOTARY PUBLIC
REG. #7352621
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MAY 31, 2018

[Signature]
Notary Public

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Hanover Co VA
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HANOVER CO CLERK'S OFFICE
01/10/2018 02:13:14 PM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: SWEBB

THIS INSTRUMENT PREPARED BY:

MEYERGOERGEN PC

Joseph A. Perini, VSB# 65822

1802 Bayberry Court, Suite 200

Richmond, Virginia 23226

(804) 288-3600

Title Underwriter: None

Map Number: 7890-93-5704 & 7890-93-6878

Brief Legal Description: Lot 50, Section 3 of Hickory Hill Subdivision

File To:

This Deed is exempt from the Grantees tax imposed by Va. Code § 58.1-801 in accordance with VA. Code §58.1-811(D).

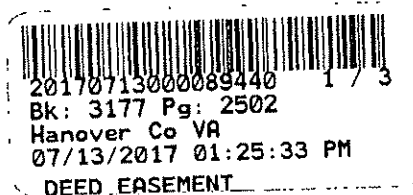
DEED OF EASEMENT

THIS DEED OF GIFT OF EASEMENT is made this 12th day of July, 2017, between HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC., a Virginia non-stock corporation ("Grantor") and RCI BUILDERS, LLC, a Virginia limited liability company ("Grantee").

WITNESSETH:

WHEREAS, the Grantee is the sole owner of the property known as Lot 50, Section 3 of the Hickory Hill Subdivision, which is located in the Henry District, Hanover County, Virginia, and having GPIN 7890-93-6878 ("Lot 50"), as shown on that certain plat entitled "Compiled Plat Showing A Private Drainfield Easement Crossing the Land of Hickory Hill Property Owners, Hanover County, Virginia" dated June 14, 2017, and prepared by Balzer & Associates, Inc. (the "Plat"), a copy of which is attached hereto as Exhibit "A"; and,

WHEREAS, the Grantor is the sole owner of the property identified as "Common Open Space 5", and having GPIN 7890-93-5704, as shown on said Plat (the "Common Area"); and,



WHEREAS the Grantor desires to grant to Grantee, its successors and assigns a private drainfield easement across the Common Area as shown on the Plat and as hereinafter provided (the "Drainfield Easement"); and,

WHEREAS, the Drainfield Easement is to be appurtenant to Lot 50.


NOW, THEREFORE, in consideration of the premises and the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, the Grantor hereby grants and conveys and reserves with SPECIAL WARRANTY, unto RCI Builders, LLC and its successors, a private Drainfield Easement, as shown on the Plat.

This conveyance is made subject to any 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 time limitation contained therein or have otherwise become ineffective, and to matters visible upon inspection.

This Deed shall be binding upon the Grantor, its heirs, successors, and assigns.

WITNESS the following signatures and seals:


**HICKORY HILL PROPERTY OWNERS
ASSOCIATION, INC.**

By: 
Todd D. Rogers, President

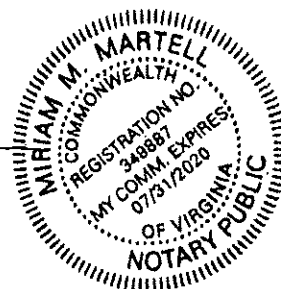
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Hanover, to-wit:

The foregoing instrument was acknowledged before me this 12th day of July, 2017, Todd D. Rogers, President of the Hickory Hill Property Owners Association, Inc.

My commission expires: 7.31.2020


20170713000089440 2 / 3
Bk: 3177 Pg: 2503
Hanover Co VA
07/13/2017 01:25:33 PM
DEED, EASEMENT


Notary Public



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S46°24'21"W	81.77'
L2	N44°06'46"W	98.10'

Common Open Space 5
Hickory Hill Property Owners
Parcel ID: 7890-93-5704

20' Public
Drainage
Easement
(67.87')

Private Drainfield
Easement for the
Benefit of Lot 50

PB: 42, Pg. 291-301

(128.28')
N83°42'42"W 206.72'

(10.57')

Lot 50

Toga Investments, LLC
Parcel ID: 7890-93-6878
DB. 3132, Pg. 1692
1.031 Acres

S09°39'30"W 237.05'

N08°09'16"E 212.54'

Lot 49

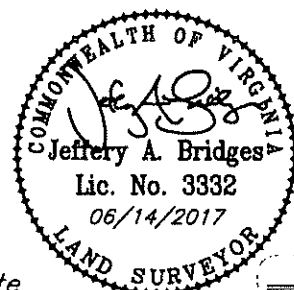
L=192.06'
R=375.00'

N76°53'58"E
25.87'

JOHN WICKHAM WAY
50' R/W

1167.59' To the S/L
of John Wickham
Way (Ext'd)

1. This plot is compiled from plats of record and without the benefit of a title report. No improvements and not all easements may be shown.
2. Distances in parenthesis (XXX.XX') denotes ties to easements.
3. Exempt from County Review, No change from existing configuration.



Compiled Plat Showing A Private
Drainfield Easement Crossing the Land of
HICKORY HILL PROPERTY OWNERS
Hanover County, Virginia

DATE: 06/14/2017
SCALE: 1"=60'
JOB NO: 55170454.HS
RE: Toga Investments, LLC.

CHK: JAB

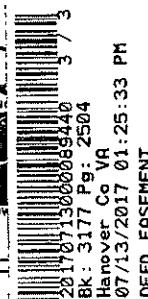
DWG: BCW

• PLANNERS • ARCHITECTS • ENGINEERS • SURVEYORS •

15871 City View Drive Suite 200 • Midlothian, Virginia 23113 • Phone (804) 794-0571 • Fax (804) 794-0572



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HANOVER CO CLERK'S OFFICE
07/13/2017 01:25:33 PM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR., CLERK
BY: JEDDLETON2



DEED EASEMENT

FILE TO: MEYERGOERGEN PC

Tax Map Numbers: 8800-04-2762, 8800-22-0471, 7890-72-7942, 7890-73-4076, 7890-83-2477, and 7890-93-5704

Title Insurer: Unknown to the Preparer

File To:

20160510000055040 1 / 3
Bk: 3142 Pg: 587
Hanover Co VA
05/10/2016 11:46:07 AM
DEED EX

This deed is exempt from recordation taxes pursuant to Virginia Code Section 58.1-811(D)

DEED

THIS DEED OF GIFT made this 2 day of May, 2016, by and between **TOGA INVESTMENT, LLC**, a Virginia limited liability company, Grantor, and **HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC.**, a Virginia limited liability company, Grantee.

WITNESSETH:

Pursuant to Section 58.1-811(D) of the Code of Virginia, and for other good and valuable consideration, the Grantor does grant and convey, with GENERAL WARRANTY and with ENGLISH COVENANTS of title unto the Grantee, the following described property, to-wit:

SEE ATTACHED SCHEDULE "A"

This conveyance is made further subject to such liens, covenants, restrictions, conditions and easements of record as may lawfully affect said property.

Prepared without the benefit of a title examination

Document Prepared By:

Richard C. Lawrence
VSB# 27960
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, VA 23226
(804) 288-3600

WITNESS the following signature and seal:

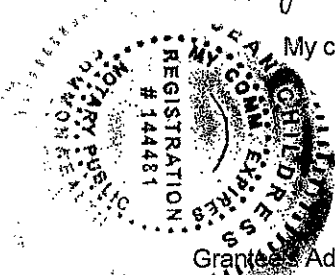
TOGA Investment, LLC
a Virginia limited liability company

By: Anthony F. Marcel
Name: Anthony F. Marcel
Title: Managing Partner

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico, to-wit:

The foregoing deed was acknowledged before me this 2nd day of May, 2016, by
Anthony F. Marcel, the Managing Partner of TOGA Investment, LLC.

My commission expires: 12/31/2017



Jean Childress #144481
Notary Public

Grantee's Address Is:

9245 Shady Grove Rd, Ste 200

Mechanicsville, VA 23116

20160510000055040 2 / 3
Bk: 3142 Pg: 588
Hanover Co VA
05/10/2016 11:46:07 AM
DEED EX

SCHEDULE "A"

ALL those lots, pieces or parcels of land, together with all improvements thereon and appurtenances thereto belonging, lying and being in the Beaverdam District, Hanover County, Virginia, labeled as Common Area within Hickory Hill Section 3 on that certain plat entitled "Hickory Hill, Section 3, and a Resubdivision of Common Area 4, Hickory Hill Section 2, Beaverdam District, Hanover County, Virginia" prepared by Balzer and Associates, Inc., dated May 20, 2015 and recorded October 29, 2015 in the Clerk's Office, Circuit Court, Hanover County, Virginia in Plat Book 42, page 291.

COPY



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Bk: 3142 Pg: 589
Hanover Co VA
05/10/2016 11:46:07 AM
DEED EX

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HANOVER CO CLERK'S OFFICE
05/10/2016 11:46:07 AM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: SWEBB

FILE TO: MEYERGOERGEN PC

Prepared By:

Richard C. Lawrence, Esq., VSB #27960
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226
(804) 288-3600

20151228000169020 1 / 3
Bk: 3132 Pg: 1699
Hanover Co VA
12/28/2015 10:46:50 AM
ASGMT

Tax Map # See Exhibit A

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS is made as of the 22 day of December 2015, by and between **HICKORY HILL PARTNERS, LLC**, a Virginia limited liability company (the "Assignor"); and **TOGA INVESTMENT, LLC**, a Virginia limited liability company (the "Assignee").

WHEREAS, Assignor, as Declarant, prepared and recorded the Hickory Hill Protective Covenants dated October 7, 2010, in the Clerk's Office, Circuit Court, Hanover County, Virginia in Deed Book 2990, page 642, (the "Covenants") which Covenants place certain restrictions on use on the real property described therein; and

WHEREAS, the rights and obligations of the Covenants were extended By Covenant Extension Certificate dated of even date herewith and recorded in the aforementioned Clerk's Office immediately prior hereto, to include an additional 55 lots as shown on a plat of survey prepared by Balzer and Associates, Inc. dated May 15, 2015, entitled "Hickory Hill, Section 3 and a Resubdivision of Common Area 4, Hickory Hill Section 2, Beaverdam District, Hanover County, Virginia" prepared by Balzer and Associates, Inc. and recorded on October 29, 2015 in the aforementioned Clerk's Office in Plat Book 42, page 291; and

WHEREAS, the Covenants reserve certain powers, rights and privileges to the Declarant, as such term is defined in the Covenants; and

WHEREAS, the Covenants also permit the Assignor, as Declarant, to transfer some or all of its rights, duties and obligations, as Declarant; and

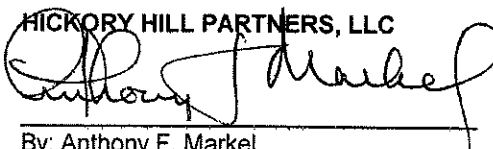
WHEREAS, the Assignor desires to transfer its rights, duties and obligations as Declarant to the Assignee with respect to the real property described on Exhibit A attached hereto ("Section 3"), and the Assignee, by its execution hereof, accepts such assignment.

NOW, THEREFORE, for good and valuable consideration, the Assignor does hereby transfer, assign, convey and deliver to the Assignee, its successors and assigns, all of its right, title, duty and obligation as Declarant under the Covenants, with respect to Section 3, and the Assignee hereby accepts the transfer, assignment and conveyance of such rights, duties and obligations as Declarant with respect to Section 3.

WITNESS the following signatures.

ASSIGNOR:

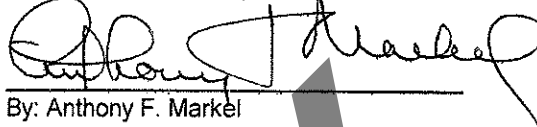
HICKORY HILL PARTNERS, LLC



By: Anthony F. Markel
Title: Manager

ASSIGNEE:

TOGA INVESTMENT, LLC



By: Anthony F. Markel

Title: Manager

STATE OF VIRGINIA

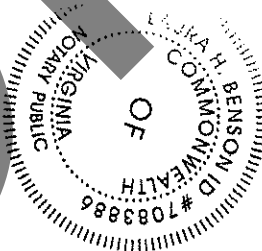
CITY/COUNTY OF Prince George's, to-wit:

The foregoing instrument was acknowledged before me this 27 day of December 2015, by Anthony F. Markel, manager of Hickory Hill Partners, LLC, and manager of Toga Investment, LLC.

My commission expires: 6/30/19



Notary Public



20151228000169020 2 / 3
Bk: 3132 Pg: 1700
Hanover Co VA
12/28/2015 10:46:50 AM
ASGMT

EXHIBIT A

7890-83-0199, 7890-73-9202, 7890-73-7244, 7890-73-5294, 7890-73-4267, 7890-73-3301, 7890-73-1357,
7890-73-2606, 7890-73-2854, 7890-73-4836, 7890-73-5764, 7890-73-5588, 7890-73-9459, 7890-83-0614,
7890-83-0862, 7890-84-4137, 7890-83-4917, 7890-83-4800, 7890-83-4598, 7890-83-8529, 7890-83-7880,
7890-83-7978, 7890-84-8184, 7890-94-0367, 7890-94-3369, 7890-94-5303, 7890-94-5290, 7890-94-7148,
8800-04-0265, 8800-04-3295, 8800-04-6123, 8800-03-6999, 8800-03-7805, 8800-03-7700, 8800-03-6527,
8800-03-5417, 8800-03-3378, 8800-03-2342, 8800-03-1322, 7890-93-9375, 7890-93-8442, 7890-93-7408,
7890-93-5468, 7890-93-4415, 7890-93-1496, 7890-83-9431, 7890-93-0881, 7890-94-1000, 7890-93-4980,
7890-93-6878, 7890-93-9960, 8800-03-1926, 8800-03-2986, 8800-03-3871, 8800-03-2606, 8800-22-0471,
7890-72-7942, 7890-73-4076, 7890-83-2477, 7890-93-5704, 8800-04-2762,

20151228000169020 3 / 3
Bk: 3132 Pg: 1701
Hanover Co VA
12/28/2015 10:46:50 AM
ASGMT

20151228000169020
HANOVER CO CLERK'S OFFICE
12/28/2015 10:46:50 AM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: SWEBB

FILE TO: MEYERGOERGEN PC

Consideration: \$0.00
Assessment: \$474,900.00 (Part)
Tax Map Number: See Exhibit A

File To:

20151228000169000 1 / 4
Bk: 3132 Pg: 1692
Hanover Co VA
12/28/2015 10:46:48 AM
DEED EX

This deed is exempt from recordation taxes pursuant to Virginia Code Section 58.1-811A.10

DEED

THIS DEED made this 22nd day of December 2015, by and between **HICKORY HILL HOLDING COMPANY, LLC**, a Virginia limited liability company, Grantor, and **TOGA INVESTMENT, LLC**, a Virginia limited liability company, Grantee.

WITNESSETH:

That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the Grantor does grant and convey, with **GENERAL WARRANTY** and with **ENGLISH COVENANTS** of title unto the Grantee, the following described property, to-wit:

SEE ATTACHED SCHEDULE "A"

This conveyance is made further subject to such liens, covenants, restrictions, conditions and easements of record as may lawfully affect said property.

Document Prepared By:

Richard C. Lawrence
VSB# 27960
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, VA 23226
(804) 288-3600

WITNESS the following signature and seal:

HICKORY HILL HOLDING COMPANY, LLC

By: [Signature]
Anthony F. Markel, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Hanover, to-wit:

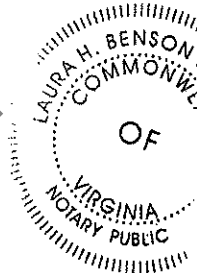
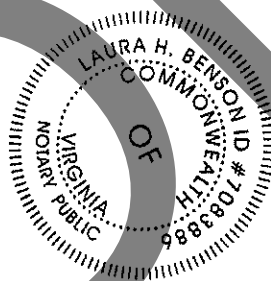
The foregoing deed was acknowledged before me this 22 day of December 2015, by Anthony F. Markel, Manager of Hickory Hill Holding Company, LLC.

My commission expires: 2/30/19

[Signature]
Notary Public

Grantee's Address Is:

568 Ice Pond Cove
Manakin-Sabot, Virginia 23103



20151228000169000 2 / 4
Bk: 3132 Pg: 1693
Hanover Co VA
12/28/2015 10:46:48 AM
DEED EX

SCHEDULE "A"

ALL those Lots, pieces or parcels of land, together with all improvements thereon and appurtenances thereto belonging, lying and being in the Beaverdam District, Hanover County, Virginia and containing approximately 249.275 acres as further depicted and shown as Section 3 on that certain plat entitled "Hickory Hill, Section 3 and a Resubdivision of Common Area 4, Hickory Hill Section 2, Beaverdam District, Hanover County, Virginia" prepared by Balzer and Associates, Inc. dated May 20, 2015 and recorded on October 29, 2015 in the Clerk's Office, Circuit Court, Hanover County, Virginia in Plat Book 42, page 291.

BEING a portion of the same property conveyed by Hickory Hill Partners, LLC to Hickory Hill Holding Company, LLC by deed dated December 22, 2015, which deed is recorded immediately prior hereto in the Clerk's Office, Circuit Court, Hanover County, Virginia.

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EXHIBIT A

7890-83-0199, 7890-73-9202, 7890-73-7244, 7890-73-5294, 7890-73-4267, 7890-73-3301, 7890-73-1357,
7890-73-2606, 7890-73-2854, 7890-73-4836, 7890-73-5764, 7890-73-5588, 7890-73-9459, 7890-83-0614,
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HANOVER CO CLERK'S OFFICE
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SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: SWEBB

Prepared By:
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226
(804) 288-3600

20151228000168980 1 / 4
Bk: 3132 Pg: 1685
Hanover Co VA
12/28/2015 10:46:46 AM
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Tax Parcel Numbers: See Exhibit A

SUBORDINATION AND COVENANT EXTENSION CERTIFICATE

THIS SUBORDINATION AND COVENANT EXTENSION CERTIFICATE is made as of the 22 day of December 2015 by **HICKORY HILL PARTNERS, LLC**, Virginia limited liability company (the "Declarant") **Richard C. Lawrence**, sole acting trustee ("Trustee"); and **HH Phoenix Noteholder, LLC**, a Virginia limited liability company ("Noteholder")

RECITALS:

WHEREAS, Declarant, prepared and recorded the Hickory Hill Protective Covenants dated October 7, 2010, in the Clerk's Office, Circuit Court, Hanover County, Virginia (the "Clerk's Office") in Deed Book 2990, page 642, (the "Covenants") which Covenants place certain restrictions on use on the real property described therein, as amended by Amendment No. 1 to Protective Covenants, dated December 1, 2010 (the "First Amendment") recorded on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3360; and as further amended by Amendment No. 2 to Protective Covenants, dated December 1, 2010 (the "Second Amendment") recorded on December 3, 2010, in the Clerk's Office in Deed Book 2990, page 3405; and as further amended by Amendment No. 3 to Protective Covenants, dated March 22, 2011 (the "Third Amendment") recorded on March 23, 2011, in the Clerk's Office in Deed Book 2999, page 476; and as further amended by Amendment No. 4 to Protective Covenants, dated February 20, 2012 (the "Fourth Amendment") recorded on February 24, 2012, in the Clerk's Office in Deed Book 3020, page 2850, and as further amended by Amendment No. 5 to Protective Covenants dated November 30, 2015 (the "Fifth Amendment") recorded December 9, 2015 in the Clerk's Office as Instrument Number 20151209000161870, and as further amended from time to time.

NOW, THEREFORE, pursuant to Section 7.02 of the Covenants the Declarant hereby extends the rights, obligations, burdens and privileges of the Covenants to certain additional property identified as Lots 1 through 55 of Section 3, Hickory Hill, and shown on a plat entitled "Hickory Hill, Section 3 and a Resubdivision of Common Area 4, Hickory Hill Section 2, Beaverdam District, Hanover County, Virginia" prepared by Balzer and Associates, Inc. dated May 20, 2015 and recorded on October 29, 2015 in the Clerk's Office in Plat Book 42, page 291 (the "Plat").

FURTHER, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Noteholder and Trustee, pursuant to that Deed of Trust dated May 24, 2007 and recorded May 25, 2007 in the Clerk's Office in Deed Book 2879, Page 283, as modified and amended from time to time (the "Deed of Trust") which Deed of Trust was transferred to Noteholder pursuant to that Certificate of Transfer dated July 11, 2014 and recorded in the Clerk's Office on August 15, 2014 in Deed Book 3094, Page 2431, hereby (i) adopt, consent to and join in the subdivision and resubdivision created by the Plat to the same extent and effect as if they Noteholder and Trustees, or either of them, had physically executed the Plat, and (ii) consent to the extension herein and subordinate the lien of the Deed of Trust to all rights, obligations, burdens, and restrictions of the Covenants with respect to the property described in the Deed of Trust. Subject to the foregoing, the Deed of Trust shall be unaffected by this Covenant Extension Certificate and shall continue as a lien on the property therein described.

WITNESS the following signatures:

HICKORY HILL PARTNERS, LLC

By: [Signature]
Anthony F. Markel, Manager

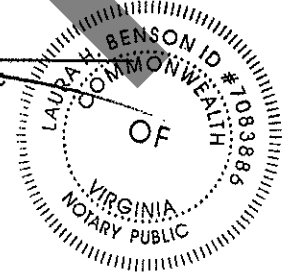
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF NEWARK to wit:

I, LAURA H. BENSON, a Notary Public in and for the jurisdiction aforesaid so certify that the foregoing Covenant Extension Certificate was executed and acknowledged before me this 22 day of December 2015, by Anthony F. Markel, Manager of Hickory Hill Partners, LLC.

My commission expires: 4/30/19
Notary Public No. 7083886

Notary Public



NOTEHOLDER:

HH PHOENIX NOTEHOLDER, LLC

By: [Signature]
Anthony F. Markel, Manager

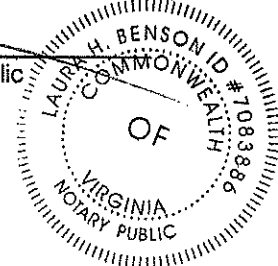
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF NEWARK to wit:

I, LAURA H. BENSON, a Notary Public in and for the jurisdiction aforesaid so certify that the foregoing Covenant Extension Certificate was executed and acknowledged before me this 22 day of December 2015, by Anthony F. Markel, the Manager of HH Phoenix Noteholder, LLC.

My commission expires: 6/30/19
Notary Public No. 7083886

Notary Public



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TRUSTEE:

By: *Richard C. Lawrence*

Richard C. Lawrence, Sole Acting Trustee

COMMONWEALTH OF VIRGINIA

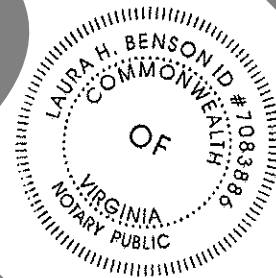
CITY/COUNTY OF HANOVER to wit:

I, LAURA H. BENSON, a Notary Public in and for the jurisdiction aforesaid so
certify that the foregoing Covenant Extension Certificate was executed and acknowledged before me this
22 day of December 2015, by Richard C. Lawrence, Sole Acting Trustee.

LAURA H. BENSON
Notary Public

My commission expires: 6/30/19

Notary Public No. 7083886



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EXHIBIT A

7890-83-0199, 7890-73-9202, 7890-73-7244, 7890-73-5294, 7890-73-4267, 7890-73-3301, 7890-73-1357,
7890-73-2606, 7890-73-2854, 7890-73-4836, 7890-73-5764, 7890-73-5588, 7890-73-9459, 7890-83-0614,
7890-83-0862, 7890-84-4137, 7890-83-4917, 7890-83-4800, 7890-83-4598, 7890-83-8529, 7890-83-7880,
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SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: SWEBB

Prepared under the supervision of:
Rebecca B. Randolph, Assistant County Attorney (VSB No. 68564)
Hanover County
7516 County Complex Road
Hanover, VA 23069

20140523000051470 1 / 5
BK: 3089 Pg: 42
Hanover Co VA
05/23/2014 02:50:06 PM
DEED EASEMENT

GPIN 7890-71-2239

Consideration: -0-

Exempt from recordation taxes and fees under Sections 58.1-801, 58.1-802, and 17.1-279(A) of the Code of Virginia, 1950, as amended, pursuant to Sections 58.1-811(A)(3) and (C)(5), and 17.1-279(E).

DEED OF EASEMENT
Drainage Easement

THIS DEED OF EASEMENT is entered into May 20, 2014, by **HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC.**, a non-stock Virginia Corporation,[collectively the] GRANTOR, and **HANOVER COUNTY**, a political subdivision of the Commonwealth of Virginia, GRANTEE (the "County").

WITNESSETH:

In consideration of mutual benefits, the receipt and sufficiency of which is acknowledged by the Grantor's signature below, the Grantor conveys to the County, with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, the following real estate:

A variable width permanent drainage easement ("the Easements") designated "**Variable width drainage Easement**" on a plat by **Balzer and Associates, Inc.** dated **March 19, 2014** titled "**Plat Showing Three Variable Width Drainage Easements Across Common Open Space in Hickory Hill Section 2**" ("the Plat"), a copy of which is attached to, incorporated in, and recorded with this deed. Reference is made to the Plat for a more complete description of the Easement.

Plat Book 41, pg. 422

Being a portion of the same property conveyed to **Hickory Hill Property Owners Association Inc.** by **deed of gift** from **Hickory Hill Partners, L.L.C.** dated **April 30, 2012** and recorded **May 3, 2012** in the Hanover County Circuit Court Clerk's Office in Deed Book **3026**, page **2953**.

This permanent easement ("the Easement") is granted for use by the County for all purposes

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DEED EASEMENT

These permanent easement ("the Easement") are granted for use by the County for all purposes related to drainage, including construction, maintenance, and access for those purposes, as deemed necessary by the County. In no event shall the County be obligated by this Deed of Easement to construct or maintain improvements or to maintain the Easement area. Maintenance of the Easement shall be conducted in accordance with the Maintenance Agreement entered into by the parties and recorded simultaneously with this Deed of Easement.

These Easements are subject to the following conditions:

1. All material, structures, pipes, manholes, inlet structures, and appurtenant facilities installed in the Easement shall remain the property of the County, its successors, and assigns. The County shall have the right at any time and from time to time, to construct, maintain, inspect, operate, protect, replace, repair, change the size of, remove, relocate, and improve all such property. The Grantor shall leave all such property undisturbed.
2. The County and its agents shall have full and free use of the Easement for the purposes described above, and shall have all rights and privileges reasonably necessary to the utilization of the Easement, and the right to use adjoining land of the Grantor where necessary; provided, however, that its right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further this right shall not be construed to allow the County to erect any building or structure of a permanent nature on adjoining land.
3. The Grantor shall not place any obstruction or structure within the Easement, nor use the Easement area in any manner which interferes with the County's rights. The County shall have the right to trim, cut, and remove and dispose of trees, shrubbery, fences, structures, or other obstructions or facilities in or near the Easement, reasonably deemed by it to interfere with the proper and efficient use of the Easement including but not limited to the construction, operation, and maintenance of any facilities, surfaces, ditches, pipes, inlet structures, and appurtenant

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DEED EASEMENT

facilities.

4. The Easement shall be for use by the County, its successors and assigns for the purposes described in this Deed, and this conveyance shall be perpetual in nature, shall run with the land and be binding on the Grantor, its successors and assigns. There shall be no charge or cost to the County, at any time, for exercise of any of the rights or for use for any of the purposes described in this Deed.

5. This Easement is made subject to any easements, conditions, and restrictions of record insofar as they lawfully affect the property. Grantor warrants and guarantees that it is the owner of the fee simple interest in the real property and there are no exceptions or restrictions which would interfere with or adversely affect the County's rights pursuant to the Easement, or which would adversely affect the Grantor's authority to convey the Easement. The Grantor further agrees that it will execute any other documents or assurances required by the County, in order to meet the terms of this warranty or to achieve the conveyance of the Easement. The Grantor agrees for itself and its successors that it shall, in perpetuity, hold the County harmless from and pay all costs of defense of the County in the event of any claims or demands resulting from failure to comply with the terms of this warranty of ownership.

6. Grantor covenants and agrees that all roads, utilities, or subsequent easements granted or constructed across this property will intersect the Easement only if reasonably necessary and then only at right angles or, if this is not reasonably possible, they shall, to the greatest extent possible, be granted or constructed so as to limit any encroachment onto the Easement. In no event shall any improvement or conveyance be made without prior written approval of a County official.


7. Following the exercise of any right granted by this Deed, the County shall promptly return the property to its prior condition to the extent reasonably possible consistent with the particular facility or improvement constructed, repaired, replaced, or relocated, except in the case of

obstruction removal.

The signature[s] and seal[s] of the Grantor are set out below in acknowledgment of this conveyance.

GRANTOR

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Hanover Co VA
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DEED EASEMENT


Name: Todd D. Rogers (SEAL)

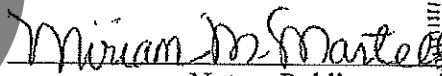
Name: _____ (SEAL)

CITY/COUNTY OF Virginia
STATE/Commonwealth of Hanover

The foregoing instrument was acknowledged before me 20th of May, 2014, by
Todd D. Rogers, Grantor.

My commission expires: 7-31-2016

Notary Registration No.: 349887


Notary Public



CITY/COUNTY OF _____
STATE/Commonwealth of _____

The foregoing instrument was acknowledged before me _____, 200__, by
_____, Grantor.

My commission expires: _____

Notary Registration No.: _____

Notary Public

Approved as to substance:

J. Michael Flanagan 5-21-14
Name: J. Michael Flanagan, P.E.
Director of Public Works or Designee

This Deed is accepted by Hanover County, Virginia, pursuant to Va. Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of Hanover County.

Date: 5-21-2014

Frank W. Harksen, Jr. (SEAL)
Name: Frank W. Harksen, Jr.
County Administrator or Designee
Deputy County Administrator

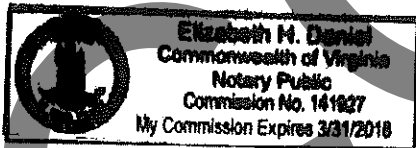
COUNTY OF HANOVER
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me May 21, 2014, by Frank W. Harksen, Jr., Deputy County Administrator or designee, on behalf of Hanover County, Virginia.

My commission expires: March 31, 2018

Notary Registration No.: 141927

Elizabeth M. Daniel
Notary Public



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DEED EASEMENT

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HANOVER CO CLERK'S OFFICE
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SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: RJACOBUS

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Bk: 3057 Pg: 416
Hanover Co VA
03/29/2013 03:04:24 PM
DEED EASEMENT

Prepared by: *M. A. Hu*
Shaheen Law Firm, P.C.
Timothy D. Freshly, VA Bar #41451
8890 Three Chopt Road
Richmond, Virginia 23229

Tax ID #: 7890-52-6186
7890-71-2239

THIS DEED OF EASEMENT, made and entered into this 25th day of March, 2013, by and between **HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation, Grantor, and **MICHAEL B. MIRZAIE and MANDY F. MIRZAIE**, Grantees.

WITNESSETH:

WHEREAS, the Grantor is the Owner of that certain real estate known as Common Area #1 in the subdivision known as Hickory Hill as shown on plat by Balzer & Associates, Inc., dated November 8, 2010, and recorded November 24, 2010, in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Subdivision Plat Book 40, Pages 160-175; and

WHEREAS, by Deed dated September 26, 2012, and recorded January 4, 2013, in the aforesaid Clerk's Office, in Deed Book 3048, Page 2878, the Grantor did grant and convey unto the Grantees Lot 59, Section 2, Hickory Hill; and

WHEREAS, the Grantees propose to drill a well within the boundary of said Common Area #1 and the Grantor is willing to permit such use by the Grantees; and


WHEREAS, the Grantor is authorized to grant such an easement under the existing covenants, conditions, and restrictions pertaining to said Common Area #1.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the Grantor, the Grantor does hereby grant and convey unto the Grantees, their successors and assigns, the following described easement, to-wit:

An Exclusive perpetual easement as shown on plat of survey made by Downing Surveys, Inc., dated February 12, 2013, a copy of which plat is attached hereto and made a part of this deed, across a portion of Common Area #1, for the purposes of drilling, operating, and maintaining a well for the exclusive use and benefit of Lot 59. That portion of Common Area #1 upon which this easement is located shall be maintained by the Grantor and Grantees in its current natural state. Except as permitted by this easement agreement, no other use, disturbance, or development of said area may be made or authorized.

WITNESS the following signatures and seals:

HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC.


_____(SEAL)
By; Todd D. Rogers, President


STATE OF VIRGINIA
CITY/COUNTY OF Hanover:

The foregoing instrument was acknowledged before me this 25th day of March, 2013, by Todd D. Rogers, President, Hickory Hill Property Owners Association, Inc.
My commission expires: 7/31/2016

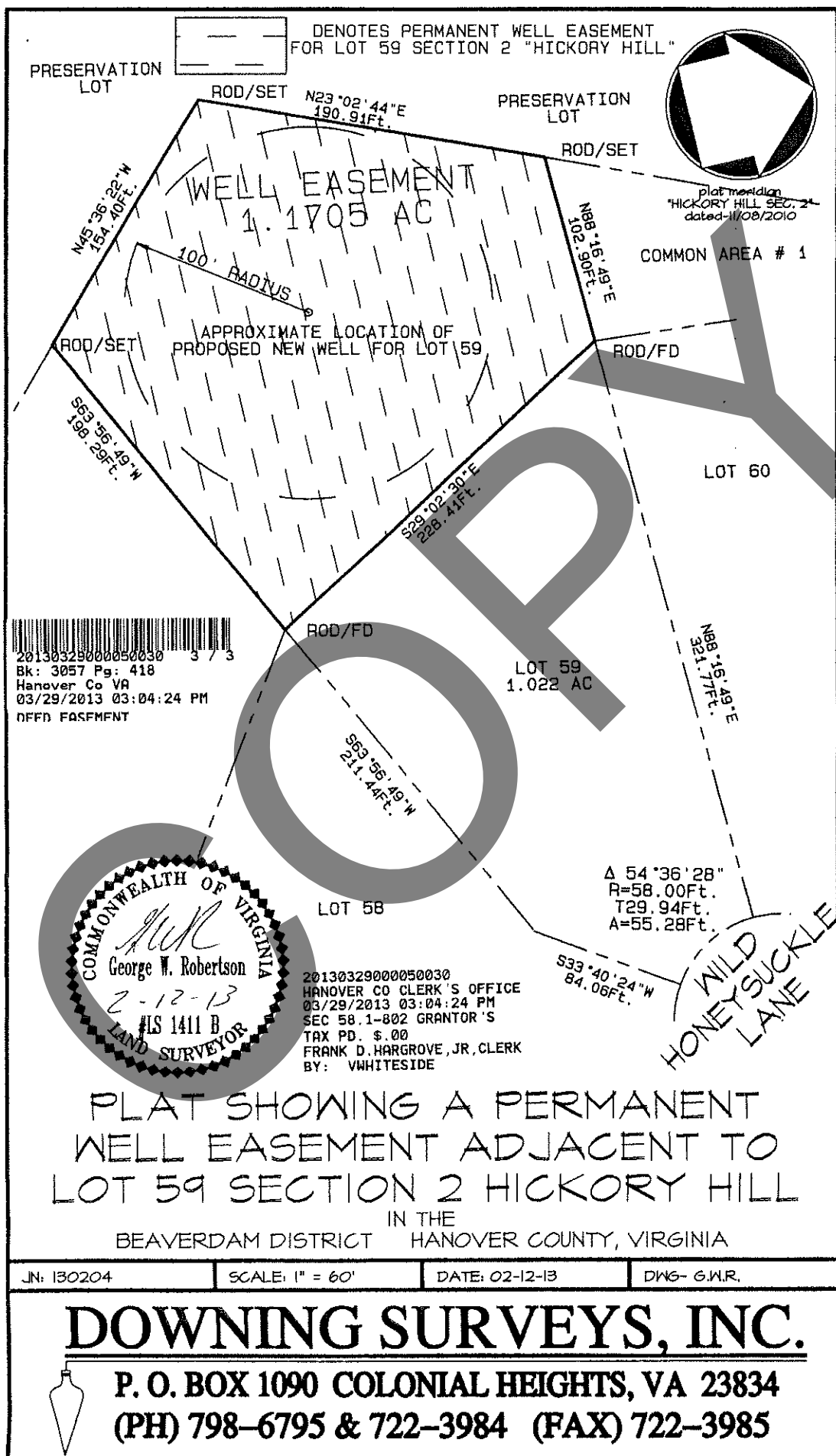


Notary Public

Notary Public


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Hanover Co VA
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DEED EASEMENT





FILE TO: MEYER, GOERGEN & MARRS

Prepared by: Joseph A. Perini #65822
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, VA 23226

Tax Map Reference Number: 7890-81-6602

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Hanover Co VA
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DEED EX

THIS DEED OF GIFT OF EASEMENT, made and entered into thisday of July 9, 2012, by and between **HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation, (herein referred to as "Grantor") and the **RCI BUILDERS, LLC**, a Virginia limited liability company, (herein referred to as "Grantee"), whose address is 9235 Shady Grove Road, Suite 109, Mechanicsville, Virginia 23116.

This deed is exempt from recordation taxes pursuant to Section §58.1-811(D) of the Code of Virginia.

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land identified as the "Common Area" on that certain plat dated October 12, 2010, made by Balzer & Associates, Inc., and entitled "Well, Location Lot 1, Section 2, Hickory Hill, Hanover County, Virginia" (the "Plat"), a copy of which Plat is attached hereto as Exhibit A; and,

WHEREAS, Grantee is the owner of a tract of land identified as Lot 1 on the attached Plat; and,

WHEREAS, Grantor desires to grant a private easement across the said Common Area for the well located on the Common Area and the 25' by 25' Well Area, along with the right to access, repair, replace, maintain, use and run water lines from the well located within the Well Area to Lot 1, all in order to facilitate the development on Lot 1, all as more particularly shown and described on the attached Plat (the Easement"); and,

WHEREAS, the Easement is to be appurtenant to Lot 1 of Hickory Hill Subdivision, Section 2; and,

WHEREAS, the said Easement is further shown and described on the attached Plat; and,

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged by the Grantor, the Grantor does hereby grant and convey and reserve with SPECIAL WARRANTY, unto RCI Builders, LLC and its successors, the following described Easement, to-wit:

SEE ATTACHED EXHIBIT 'A'
ATTACHED HERETO AND MADE A PART HEREOF

This conveyance is made subject to any 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:

GRANTOR:

HICKORY HILL PROPERTY
OWNERS ASSOCIATION, INC.

By  (SEAL)
Todd D. Rogers, President

STATE OF Virginia
COUNTY OF Hanover,
to wit:

The foregoing instrument was acknowledged before me this 10th day of
July, 2012, by Todd D. Rogers, President, Hickory Hill Property Owners
Association, Inc., a Virginia non-stock corporation, on behalf of the corporation.

Miriam M. Martell

Notary Public

My commission expires: 7-31-2016


My commission number: 349887



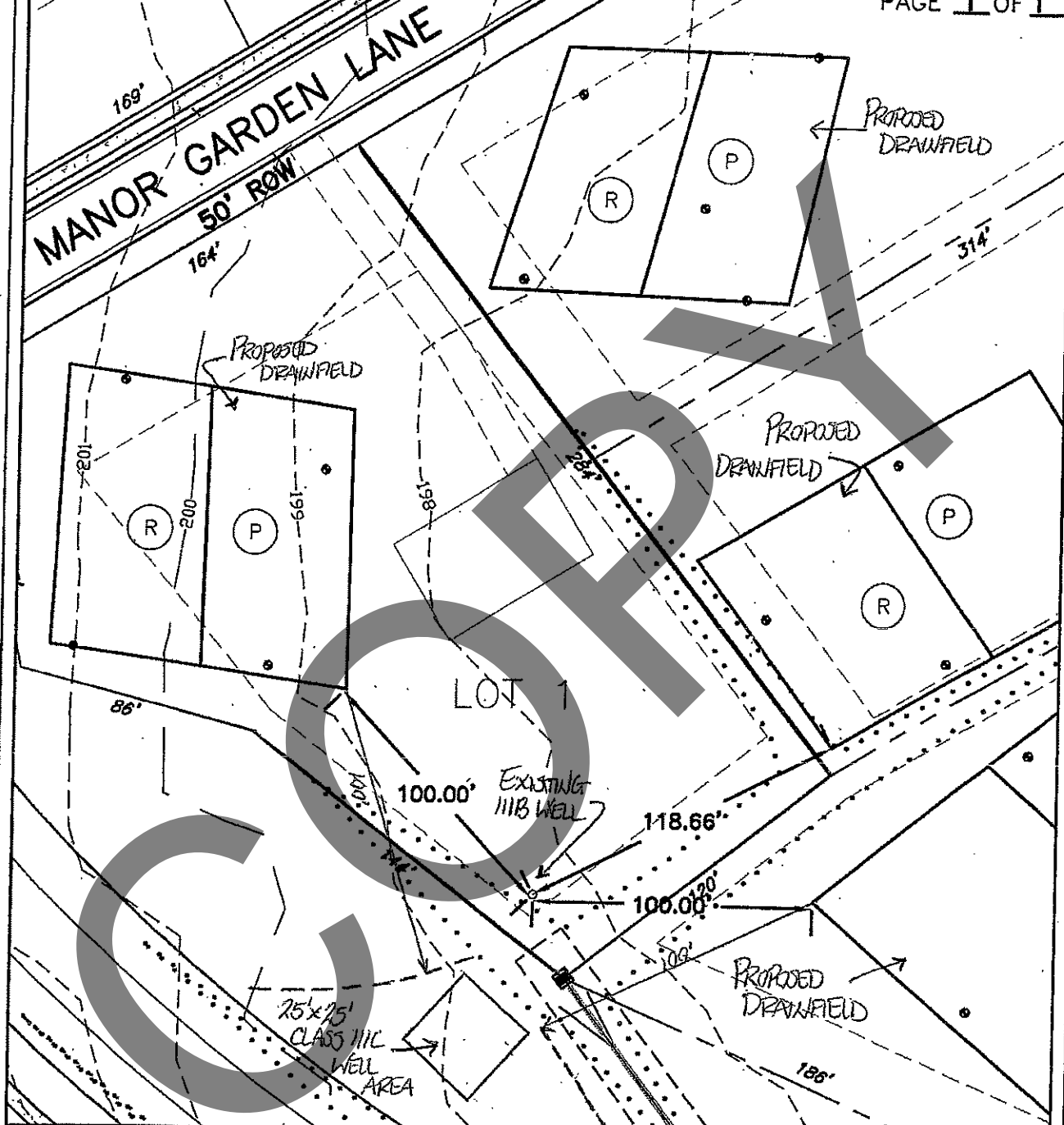
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EXHIBIT A
PLAT

COPY


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THIS DRAWING IS COMPILED FROM PLATS AND OTHER PUBLIC RECORDS. THIS DRAWING DOES NOT CONSTITUTE A SURVEY PLAT OR A BUILDING PERMIT PLAT, BUT IS USED FOR DRAINFIELD EVALUATION PURPOSES ONLY. THE CLIENT IS RESPONSIBLE FOR MATTERS CONCERNING SETBACKS, EASEMENTS, AND RIGHT-OF-WAYS.



WELL LOCATION
LOT 1, SECTION 2
HICKORY HILL
 Hanover County, Virginia

DATE: 10/12/2010
 SCALE: 1"=50'
 JOB NO: H0700105.01



• PLANNERS • ARCHITECTS • ENGINEERS • SURVEYORS •
 15871 City View Drive • Suite 200 • Midlothian, Virginia 23113 • Phone (804) 794-0571 • Fax (804) 794-0535

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 SEC 58.1-802 GRANTOR'S
 TAX PD. \$.00
 FRANK D. HARGROVE, JR., CLERK
 BY: RJACOBUS

GPIN #7890-71-2239

Document Prepared By:
Meyer, Goergen & Marrs, P.C.
1802 Bayberry Court, Suite 200
Richmond, VA 23226
(804) 288-3600

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Bk: 3026 Pg: 2953
Hanover Co VA
05/03/2012 04:11:37 PM
DEED EX

F: Meyer Goergen

THIS DEED OF GIFT made this 30th day of April, 2012, by and between HICKORY HILL PARTNERS, LLC, a Virginia limited liability company, Grantor, and HICKORY HILL PROPERTY OWNERS ASSOCIATION, INC., a Virginia non-stock corporation, Grantee, BB&T COLLATERAL VA SERVICE CORPORATION (the "Trustee"), and BRANCH BANKING AND TRUST COMPANY (the "Noteholder").

This Deed is exempt from recordation taxes pursuant to § 58.1-811.D of the Code of Virginia.

WITNESSETH:

That for and in consideration of charitable and public purposes, the Grantor does grant and convey, with GENERAL WARRANTY and with ENGLISH COVENANTS of title unto the Grantee, the following described property, to-wit:

SEE ATTACHED SCHEDULE "A"

Grantor does hereby retain and reserve the right to review and approve any site plan for the property hereby conveyed, including, without limitation, architectural review and placement of any structures to be built, and any other improvements made to the property. Grantor reserves the right to transfer the approval rights retained herein.

This conveyance is made further subject to such covenants, restrictions, conditions and easements of record as may lawfully affect said property.

FURTHER WITNESSETH, that for the consideration hereinabove stated, the Trustee, with the consent of the Noteholder as evidenced by the Noteholder's signature hereto, does hereby join in

and consent to the granting fee simple interest to the real property described in Schedule A hereto and does release all of its right, title and interest in and to the above described real property by virtue of that certain deed of trust dated May 24, 2007, and recorded May 25, 2007, in the Clerk's Office, Circuit Court of the County of Hanover, Virginia (Clerk's Office), in Deed Book 2879, page 283, as amended (the "Deed of Trust"). It is expressly understood, however, that the lien of said Deed of Trust remains in full force and effect as to all property which was conveyed by said Deed of Trust and not expressly released herein.

WITNESS the following signature and seal:

HICKORY HILL PARTNERS, LLC, a Virginia
limited liability company


By: 
Todd D. Rogers, Manager

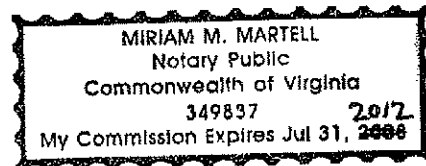
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Hanover, to-wit:

The foregoing deed was acknowledged before me this 30th day of April, 2012, by Todd D. Rogers, Manager of Hickory Hill Partners, LLC.

My commission expires: 7-31-2012


Notary Public


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Hanover Co VA
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DEED EX



**NOTEHOLDER:
BRANCH BANK AND TRUST COMPANY**

By: *Elspeth S. McClelland*
Printed Name: Elspeth S. McClelland
Title: Senior Vice President

COMMONWEALTH OF VIRGINIA)
)to-wit:
CITY/COUNTY OF Richmond)

The foregoing instrument was acknowledged before me this 13th day of April 2012, by
Elspeth S. McClelland, as Senior VP of Branch Bank and Trust Company.

My commission expires: June 30, 2013
My Notary Registration Number: 368203

Jennifer S. Berry
Notary Public



**TRUSTEE:
BB&T VA COLLATERAL SERVICE CORP.**

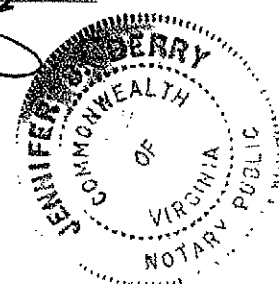
By: *Douglas M. Roth*
Douglas M. Roth, Vice President

COMMONWEALTH OF VIRGINIA)
)to-wit:
CITY/COUNTY OF Richmond)

The foregoing instrument was acknowledged before me this 13th day of April, 2012, by
Douglas M. Roth, Vice President of BB&T VA Collateral Service Corporation, as Trustee.

My commission expires: June 30, 2013
My Notary Registration Number: 368203

Jennifer S. Berry
Notary Public



Grantee's Address Is:

9235 Shady Grove Road, Suite 100
Mechanicsville, Virginia 23116


20120503000058970 3 / 4
Bk: 3026 Pg: 2955
Hanover Co VA
05/03/2012 04:11:37 PM
DEED EX

SCHEDULE "A"

ALL those certain pieces or parcels of land, lying and being in Beaverdam District, Hanover County, Virginia, consisting of a total of 144.858 acres, known and designated as "Common Area 1-8" and "Common Area Roundabout 1 & 2" on that certain plat of subdivision entitled "Hickory Hill, Section 2, Beaverdam District, Hanover County, Virginia" dated November 8, 2010, prepared by Balzer and Associates, Inc., which plat was recorded on November 24, 2010, in the Clerk's Office of the Circuit Court for Hanover County, Virginia in Plat Book 40, page 60, reference to which is hereby made for a more particular description of the property hereby conveyed.

BEING part of the same real estate conveyed to Hickory Hill Partners, LLC, a Virginia limited liability company, by Deed from Hickory Hill, LLC, a Virginia limited liability company, dated May 24, 2007, recorded May 25, 2007 in the Clerk's Office, Circuit Court, Hanover County, Virginia in Deed Book 2879, page 254.

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HANOVER CO CLERK'S OFFICE
05/03/2012 04:11:37 PM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: RJACOBUS

This Document Prepared By:
Joseph A. Perini, VSB# 65822
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226

GPIN Nos: 7890-64-8117 and 7890-90-8700

AMENDMENT NO. 5
TO
PROTECTIVE COVENANTS OF HICKORY HILL

THIS AMENDMENT NO. 5 TO PROTECTIVE COVENANTS OF HICKORY HILL is made as of the 30th day of November, 2015 by HICKORY HILL PARTNERS, LLC, a Virginia limited liability company (the "Declarant").

WHEREAS, Declarant recorded the Protective Covenants for Section II of Hickory Hill dated October 7, 2010 (the "Original Protective Covenants") on November 24, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2990, page 642; and

WHEREAS, Declarant recorded Amendment No. 1 to Protective Covenants, dated December 1, 2010 (the "First Amendment") on December 3, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2990, page 3360; and

WHEREAS, Declarant recorded Amendment No. 2 to Protective Covenants, dated December 1, 2010 (the "Second Amendment") on December 3, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2990, page 3405; and


WHEREAS, Declarant recorded Amendment No. 3 to Protective Covenants, dated March 22, 2011 (the "Third Amendment") on March 23, 2011, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2999, page 476; and

WHEREAS, Declarant recorded Amendment No. 4 to Protective Covenants, dated February 20, 2012 (the "Fourth Amendment") on February 24, 2012, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 3020, page 2850; and

WHEREAS, unless otherwise specified herein the Original Protective Covenants, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment shall be referred to collectively as the "Protective Covenants"; and

WHEREAS, pursuant to Section 7.02 of the Protective Covenants, the Declarant reserved the right to further amend such Protective Covenants; and

WHEREAS, the Declarant desires to further amend the Protective Covenants by revising the requirement for lot improvements.


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NOW, THEREFORE, pursuant to Sections 7.02 and 8.01 of the Protective Covenants, the Declarant hereby amends the Protective Covenants as follows:

1. Section 4.07(h) is hereby created and added to the Protective Covenants by stating as follows:

(h) Notwithstanding the foregoing terms and restrictions, for Lots 31, 33, 38, 39 and 44 of Section 2 of the Property, the primary exterior wall surface of any residence constructed on the foregoing Lots must be at least twenty-five percent (25%) brick, stone or stucco. No cinder block, cement block, solite block, or asbestos shingles shall be permitted for the finished exterior of any structure;

2. Section 4.07(i) is hereby created and added to the Protective Covenants by stating as follows:

(i) Notwithstanding the foregoing terms and restrictions, for Lots 31, 33, 38, 39 and 44 of Section 2 of the Property, the square footage of basements, whether those basements are finished or unfinished, shall not be included for the purpose of calculating the minimum dwelling sizes required by Section 4.07(f) of the Protective Covenants. Additionally, for Lots 31, 33, 38, 39 and 44 of Section 2 of the Property, only the first 400 sq. ft. of the square footage of the partial 3rd floor of a two story house, or the first 400 sq. ft. of the square footage of a partial 2nd floor of a one-story house, shall be included for the purpose of calculating the minimum dwelling sizes required by Section 4.07(f) of the Protective Covenants.

3. Section 8.03(c) is hereby deleted in its entirety and replaced with the following:


(c) Subject to the above, each member of the Association shall be entitled to vote for the election of directors as follows: each Class A member shall be entitled to one vote per Lot owned; the Class B member shall be entitled to three votes per Lot owned. Owners entitled to vote may give a written proxy to any other Owner entitling such Owner to cast votes by proxy. The membership books will be closed and adjustments in each member's voting rights will be made on the above basis by the Board of Directors 90 days prior to each annual meeting of the members or upon such date closer to the meeting as may be required by statute then in effect.

4. Section 10.10 is hereby created and added to the Protective Covenants by stating as follows:

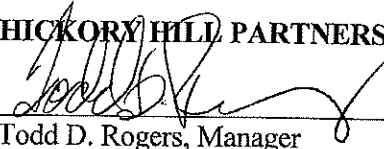
10.10 Conflict with Other Documents. In the event of a conflict between this Declaration and the terms and conditions of the Articles of Incorporation or with the Bylaws, the terms and conditions of this Declaration shall prevail in all events.

5. Unless amended hereby, all other provisions of the Protective Covenants, as amended, remain unchanged and are in full force and effect as to all Lots.

WITNESS the following signatures.



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AMEND

HICKORY HILL PARTNERS, LLC


Todd D. Rogers, Manager


STATE OF VIRGINIA
CITY/COUNTY OF Hanover to-wit:

The foregoing Declaration was acknowledged before me this 30th day of November 2015, by Todd D. Rogers, Manager of Hickory Hill Partners, LLC a Virginia limited liability company, on behalf of the corporation.


Notary Public

My commission expires: 7/31/2016




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Hanover Co VA
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AMEND

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HANOVER CO CLERK'S OFFICE
12/09/2015 03:44:27 PM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: KJACOBS

This Document Prepared By:
Meyer, Goergen & Marrs, P.C.
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226

GPIN Nos: 7890-64-8117 and 7890-90-8700



AMENDMENT NO. 4

TO

PROTECTIVE COVENANTS OF HICKORY HILL

THIS AMENDMENT NO. 4 TO PROTECTIVE COVENANTS OF HICKORY HILL is made as of the 20th day of February, 2012 by HICKORY HILL PARTNERS, LLC, a Virginia limited liability company (the "Declarant").

WHEREAS, Declarant recorded the Protective Covenants for Section II of Hickory Hill dated October 7, 2010 (the "Original Protective Covenants") on November 24, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2990, page 642; and

WHEREAS, Declarant recorded Amendment No. 1 to Protective Covenants for Section II of Hickory Hill dated December 1, 2010 (the "First Amendment") on December 3, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2990, page 3360; and

WHEREAS, Declarant recorded Amendment No. 2 to Protective Covenants for Section II of Hickory Hill dated December 1, 2010 (the "Second Amendment") on December 3, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2990, page 3405; and

WHEREAS, Declarant recorded Amendment No. 3 to Protective Covenants for Section II of Hickory Hill dated March 22, 2011 (the "Third Amendment") on March 23, 2011, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2999, page 476; and

WHEREAS, unless otherwise specified herein the Original Protective Covenants, the First Amendment, the Second Amendment and the Third Amendment shall be referred to collectively as the "Protective Covenants"; and

WHEREAS, pursuant to Section 7.02 of the Protective Covenants, the Declarant reserved the right to further amend such Protective Covenants; and

WHEREAS, the Declarant desires to further amend the Protective Covenants by revising the requirement for payment of Lot assessments.

NOW, THEREFORE, pursuant to Sections 7.02 and 8.01 of the Protective Covenants, the Declarant hereby amends the Protective Covenants as follows:

1. Section 8.05(e) is hereby created and added to the Protective Covenants by stating

as follows:

Working Capital Assessment. In addition to all assessments, a working capital assessment shall be payable by the purchaser of each Lot at each closing of the sale of the Lot, whether such closing is the initial conveyance of a Lot from the Declarant or a subsequent sale of the Lot but excluding the sale of the Lot from the Declarant to a Builder. The amount of the initial working capital assessment shall be equal to \$400.00 per Lot until modified in accordance with the terms of Section 8.01. The requirements of this Section 8.05(e) shall apply to all Lot purchasers who execute purchase agreements on or after April 1, 2012.

2. Unless amended hereby, all other provisions of the Protective Covenants, as amended, remain unchanged and are in full force and effect as to all Lots.

WITNESS the following signatures.

HICKORY HILL PARTNERS, LLC


Todd D. Rogers, Manager

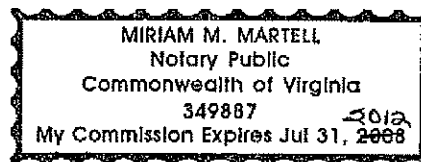
STATE OF VIRGINIA


CITY/COUNTY OF Hanover to-wit:

The foregoing Declaration was acknowledged before me this 20th day of February, 2012, by Todd D. Rogers, Manager of Hickory Hill Partners, LLC a Virginia limited liability company, on behalf of the corporation.


Notary Public

My commission expires: 7-31-2012




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Hanover Co VA
02/24/2012 11:17:28 AM
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HANOVER CO CLERK'S OFFICE
02/24/2012 11:17:28 AM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: RJACOBUS

This Document Prepared By:
Meyer, Goergen & Marrs, P.C.
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226

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Bk: 2999 Pg: 476
Hanover Co VA
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AMEND

GPIN Nos: 7890-64-8117 and 7890-90-8700

AMENDMENT NO. 3

TO

PROTECTIVE COVENANTS OF HICKORY HILL

THIS AMENDMENT NO. 3 TO PROTECTIVE COVENANTS OF HICKORY HILL is made as of the 23 day of March, 2011 by HICKORY HILL PARTNERS, LLC, a Virginia limited liability company (the "Declarant").

WHEREAS, Declarant recorded the Protective Covenants for Section II of Hickory Hill dated October 7, 2010 (the "Original Protective Covenants") on November 24, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2990, page 642; and

WHEREAS, Declarant recorded Amendment No. 1 to Protective Covenants for Section II of Hickory Hill dated December 1, 2010 (the "First Amendment") on December 3, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2990, page 3360; and

WHEREAS, Declarant recorded Amendment No. 2 to Protective Covenants for Section II of Hickory Hill dated December 1, 2010 (the "Second Amendment") on December 3, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2990, page 3405; and

WHEREAS, unless otherwise specified herein the Original Protective Covenants, the First Amendment and the Second Amendment shall be referred to collectively as the "Protective Covenants"; and

WHEREAS, pursuant to Section 7.02 of the Protective Covenants, the Declarant reserved the right to further amend such Protective Covenants; and

WHEREAS, the Declarant desires to further amend the Protective Covenants by revising the requirement for payment of Lot assessments.

NOW, THEREFORE, pursuant to Section 7.02 of the Protective Covenants, the Declarant hereby amends the Protective Covenants as follows:

1. Section 8.05(a) of the Protective Covenants is amended by deleting the section in its entirety and substituting the following in lieu thereof:

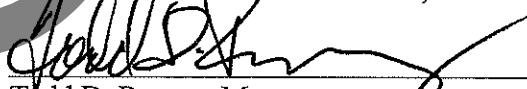
8.05 Funding; Assessments

(a) Assessments Funds to operate the Association will be provided by assessment of the Owners. The amount of such assessment shall be fixed by the Board of Directors. At or before the annual meeting of members the Board of Directors shall submit to the members its estimate of the total cost to be incurred by the Association for the ensuing year, and each Owner by virtue of ownership of a Lot shall thereupon become liable for and be assessed for his or its pro rata share of such total based upon the ratio of such Owner's vote or votes for Class A member of the Board of Directors of the Association as set forth in Section 8.03 (c) to the total number of such votes, which shall be payable as determined by the Board of Directors. Annual assessments for each year shall be due and payable on January 25th unless otherwise determined by the Board of Directors. Should the owner of such lot be a builder then his or her assessment shall become due when the certificate of occupancy is issued for the house and prorated on a calendar year basis. Declarant may require that each initial purchaser of a Lot from Declarant contribute an initial cash payment to the Association at the time of purchase of a Lot. Such amount shall be within the sole discretion of Declarant and may be changed from time to time without notice. The total annual operating and maintenance costs for 2010 are estimated by the Declarant to be \$35,500 which is comprised of (i) \$32,500 for maintenance of the entrance, common areas adjacent to roadways and maintenance of dams appurtenant to a State maintained road, (ii) \$1,000 cost of water for irrigation, and (iii) \$2,000 miscellaneous (cemetery maintenance fences & marker) maintenance and operating expenses (the "Assessment"). At such maintenance expense, the initial Assessment shall be \$500 per lot per year. Notwithstanding the foregoing, Declarant is hereby exempt from the requirement to pay the Assessments described herein to the Association for any Lot owned by the Declarant.

2. Unless amended hereby, all other provisions of the Protective Covenants, as amended, remain unchanged and are in full force and effect as to all Lots.

WITNESS the following signatures.

HICKORY HILL PARTNERS, LLC

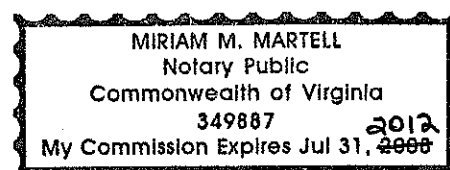

Todd D. Rogers, Manager

STATE OF VIRGINIA
CITY/COUNTY OF Hanover to-wit:

The foregoing Declaration was acknowledged before me this 22ND day of MARCH, 2011, by Todd D. Rogers, Manager of Hickory Hill Partners, LLC a Virginia limited liability company, on behalf of the corporation.


Notary Public

My commission expires: July 31, 2012



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Hanover Co VA

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AMEND

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HANOVER CO CLERK'S OFFICE
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SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: SWEBB

This Document Prepared By:
Meyer, Goergen & Marrs, P.C.
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226

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Bk: 2990 Pg: 3405
Hanover Co VA
12/03/2010 09:27:01 AM
AMEND

AMENDMENT NO. 2

TO

PROTECTIVE COVENANTS OF HICKORY HILL

THIS AMENDMENT NO. 2 TO PROTECTIVE COVENANTS OF HICKORY HILL is made as of the 1st day of December, 2010 by HICKORY HILL PARTNERS, LLC, a Virginia limited liability company (the "Declarant").

WHEREAS, Declarant recorded the Protective Covenants for Section II of Hickory Hill dated October 7, 2010 (the "Original Protective Covenants") on November 24, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2990, page 642; and

WHEREAS, Declarant recorded Amendment No. 1 to Protective Covenants for Section II of Hickory Hill dated December 1, 2010 (the "First Amendment") on December 3, 2010, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book 2990, page 3360; and

WHEREAS, unless otherwise specified herein the Original Protective Covenants and the First Amendment shall be referred to collectively as the "Protective Covenants"; and

WHEREAS, pursuant to Section 7.02 of the Protective Covenants, the Declarant reserved the right to further amend such Protective Covenants; and

WHEREAS, the Declarant desires to further amend the Protective Covenants by implementing certain requirements for the construction of Improvements on the Lots.

NOW, THEREFORE, pursuant to Section 7.02 of the Protective Covenants, the Declarant hereby amends the Protective Covenants as follows:

1. Section 2.03 of the Protective Covenants is hereby supplemented by adding the following definitions as follows:

(n) "The Colonnades" shall be defined as a neighborhood within Hickory Hill Property defined as Lots 1-30, as shown on the Plat.

(o) "The Grove" shall be defined as a neighborhood within Hickory Hill Property defined as Lots 31-44, as shown on the Plat.

(p) "Manor Woods" shall be defined as a neighborhood within Hickory Hill

(p) "Manor Woods" shall be defined as a neighborhood within Hickory Hill Property defined as Lots 45-70, as shown on the Plat.

2. Section 4.07(e) of the Protective Covenants is amended by deleting the section in its entirety and substituting the following in lieu thereof:

(e) The primary exterior wall surface of any residence constructed on a Lot within The Grove must be at least twenty five percent (25%) brick unless the house is constructed of stucco or some other surface specifically approved by the Committee. No cinder block, cement block, solite block, or asbestos shingles shall be permitted for the finished exterior of any structure;

3. Section 4.07(f) of the Protective Covenants is amended by deleting the section in its entirety and substituting the following in lieu thereof:

(f) Within "The Colonnades" the minimum dwelling size shall be 2,000 square feet for a one-story dwelling and 2,500 for a one and one-half or two story dwelling. Within "The Grove" the minimum dwelling size shall be 2,800 square feet for a one-story dwelling and 3,500 for a one and one-half or two story dwelling. Within "Manor Woods" the minimum dwelling size shall be 2,500 square feet for a one-story dwelling and 2,800 for a one and one-half or two story dwelling. Minimum floor area shall not include garages or breezeways in any category. Floor area shall be measured along the exterior walls of the structure;

4. Section 4.07(h) of the Protective Covenants is hereby created as follows:

(h) All garages within the Hickory Hill Property must be "side-entry" garages in order to prevent direct views of the entrance to said garages from the street on which the subject dwelling lies.

5. Section 4.07(i) of the Protective Covenants is hereby created as follows:

(i) All dwellings within the Hickory Hill Property must be constructed so that the front of said dwelling is a minimum of seventy feet (70') from the street on which the subject dwelling lies.

6. Section 4.07(j) of the Protective Covenants is hereby created as follows:

(j) The primary material for a porch on any residence constructed on a Lot within The Grove must be brick unless the house is constructed of stucco or some other surface specifically approved by the Committee, in which case the porch must be constructed of said approved material. No cinder block, cement block, solite block, or asbestos shingles shall be permitted for the porch of any structure;

7. Unless amended hereby, all other provisions of the Protective Covenants, as amended, remain unchanged and are in full force and effect as to all Lots.

WITNESS the following signatures.

HICKORY HILL PARTNERS, LLC


Todd D. Rogers, Manager

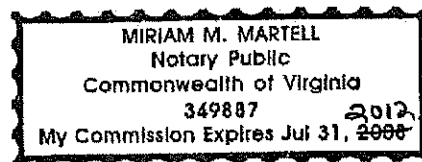
STATE OF VIRGINIA


CITY/COUNTY OF Hanover to-wit:

The foregoing Declaration was acknowledged before me this 1st day of December, 2010, by Todd D. Rogers, Manager of Hickory Hill Partners, LLC a Virginia limited liability company, on behalf of the corporation.


Notary Public

My commission expires: July 31, 2012




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Bk: 2990 Pg: 3407
Hanover Co VA
12/03/2010 09:27:01 AM
AMEND

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HANOVER CO CLERK'S OFFICE
12/03/2010 09:27:01 AM
SEC 58.1-802 GRANTOR'S
TAX PD. \$.00
FRANK D. HARGROVE, JR, CLERK
BY: RJACOBUS

GPIN 7890-64-8117
7890-90-8700

This Document Prepared By:
Meyer, Goergen & Marrs, P.C.
1802 Bayberry Court, Suite 200
Richmond, Virginia 23226

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Bk: 2990 Pg: 3360
Hanover Co VA
12/03/2010 09:27:00 AM
AMFND

AMENDMENT NO. 1

TO

PROTECTIVE COVENANTS OF HICKORY HILL

THIS AMENDMENT NO. 1 TO PROTECTIVE COVENANTS OF HICKORY HILL is made as of the **1st day of December, 2010** by HICKORY HILL PARTNERS, LLC, a Virginia limited liability company (the "Declarant").

WHEREAS, Declarant recorded the Protective Covenants for Section II of Hickory Hill dated **October 7, 2010** (the "Protective Covenants") on **November 24, 2010**, in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Deed Book **2990**, page **642**; and

WHEREAS, pursuant to Section 10.06 of the Protective Covenants, the Declarant reserved the right to amend such Protective Covenants by granting an exception or waiver to a certain Lot or Lots to the restrictions and requirements set forth in the Prospective Covenants; and

WHEREAS, the Declarant desires to exempt Lot 71 of Hickory Hill ("Lot 71"), as shown on that certain subdivision plat made by Balzer and Associates, Inc., dated **11/8/10** and entitled "Hickory Hill, Section 2, Beaverdam District, Hanover County, Virginia", recorded **11/24/10** in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Plat Book **40**, page **160** (the "Plat"), from certain provisions of the Protective Covenants.

NOW, THEREFORE, pursuant to Section 10.06 of the Protective Covenants, the Declarant hereby amends the Protective Covenants as follows:

1. Lot 71 is hereby excepted from the terms and conditions of the following Sections of the Protective Covenants:
 - i) Section 3.02(a)(1)
 - ii) Section 3.02(c)
 - iii) Section 3.02(d)
 - iv) Section 3.02(i)
 - v) Section 4.07(a)
 - vi) Section 4.07(b)
 - vii) Section 4.07(c)
 - viii) Section 4.08(a)
 - ix) Section 5.01
 - x) Section 5.02
 - xi) Section 6.03
 - xii) Section 8.05(a).
2. In lieu of the terms and conditions set forth in the sections referenced above, Lot 71

shall be subject to the following terms, conditions and restrictions:

A) Prohibited and Permitted Uses for Lot 71.

i) Driveways. Only the first 100 feet of the driveway serving Lot 71 must be constructed of hard surface, including asphalt, concrete, aggregate, brick or some other hard surface.

ii) Animals. Up to one (1) horse or pony and up to one (1) cow per acre are allowed to be kept on Lot 71.

iii) Fencing. Lot 71 shall not contain fencing closer than twenty-five (25) feet from any street. No chain link or wire fencing will be permitted with the exception of a security fence for a pool, provided such fence is not visible from the street and is not on the perimeter of the Lot. The finished side of any fence must face outward of Lot 71.

iv) Hedges and Walls. Lot 71 may contain walls or hedges in keeping with the aesthetics of Hickory Hill as determined by the Virginia Board of Historic Resources, not the Association.

v) Outbuildings. Outbuildings may be constructed on Lot 71 so long as their appearance is in keeping with the aesthetics of Hickory Hill as determined by the Virginia Board of Historic Resources, not the Association.

vi) Kennels. Lot 71 may contain a kennel for up to three (3) dogs in addition to any pets allowed under the provisions of the Protective Covenants. The kennel is not to be visible from the street and must be located at least 150 feet away from any adjacent property lines.

vii) Cemetery. Located within Lot 71 is a cemetery which is also shown on the Plat. The cemetery is accessed by a private easement of right-of-way for ingress and egress. The cemetery and access easement are to be maintained by the owner of Lot 71, not the Association.

viii) Events. Lot 71 may be used as a venue for weddings and other special events and may be operated as a bed and breakfast inn.

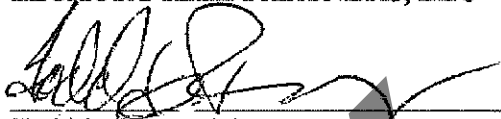
B) Approval of Plans; Commencement of Construction. Notwithstanding anything herein or in the Protective Covenants to the contrary, any new construction within Lot 71 and any changes, modifications, alterations, restorations to existing structures within Lot 71 shall be governed by the terms and conditions set forth in that certain preservation easement between the owner of Lot 71 and the Virginia Board of Historic Resources, which deed of easement is recorded in the Clerk's Office, Circuit Court, County of Hanover, in Deed Book ___, page ___ (the "Preservation Easement"), and if necessary shall be reviewed and approved by the Virginia Board of Historic Resources, in that bodies sole and absolute discretion. The Association shall have no authority over such matters.

C) Assessment. The assessment against Lot 71 may be set initially by the Board of Directors for the Association per the terms and conditions set forth in Section 8.05(a) of the Protective Covenants; however, in no event shall said assessment for Lot 71 exceed Five Hundred and No/100 Dollars (\$500.00) annually.

3. Unless amended hereby, all other provisions of the Protective Covenants, as amended, remain unchanged and are in full force and effect as to all Lots.

WITNESS the following signatures.

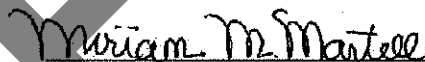
HICKORY HILL PARTNERS, LLC


Todd D. Rogers, Manager

STATE OF VIRGINIA

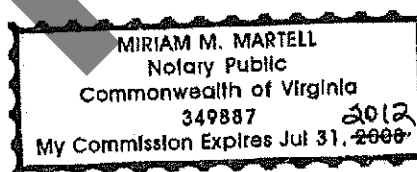
CITY/COUNTY OF Hanover to-wit:

The foregoing Declaration was acknowledged before me this 1st day of December 2010, by Todd D. Rogers, Manager of Hickory Hill Partners, LLC a Virginia limited liability company, on behalf of the corporation.



Notary Public

My commission expires: July 31, 2012



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**MEMORANDUM OF AGREEMENT AMONG
THE NORFOLK DISTRICT, U.S. ARMY CORPS OF ENGINEERS,
HICKORY HILL PARTNERS, LLC AND
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICER
RELATIVE TO THE HICKORY HILL DEVELOPMENT PROJECT
HANOVER COUNTY, VIRGINIA**

WHEREAS, Hickory Hill Partners, LLC (Permittee) proposes to develop a 277-lot residential development, which is generally located north of East Patrick Henry Road (State Route 54), west of the Chesapeake and Ohio Railway, east of Providence Church Road (State Route 662), and south of Hickory Hill Road (State Route 646) in Hanover County on a 1,734-acre parcel (the Project), and is required to submit a joint permit application for an 07-State Program General Permit-01 for proposed impacts to jurisdictional wetlands; and

WHEREAS, pursuant to 36 CFR Part 800 *Protection of Historic Properties*, regulations implementing Section 106 of the National Historic Preservation Act of 1966 (NHPA), as amended, 16 U.S.C. 470(f), and 33 CFR Part 325, Appendix C, *Processing of Department of the Army Permits: Procedures for the Protection of Historic Properties*, the Corps is required to take into account the effect of federally permitted undertakings on properties included in or eligible for inclusion in the National Register of Historic Places (NRHP) prior to the issuance of permits for the undertaking and to consult with the Virginia State Historic Preservation Officer (SHPO); and

WHEREAS, pursuant to Section 404 of the Clean Water Act, permits from the Norfolk District of the U.S. Army Corps of Engineers (Corps) will be required for fill in 0.54 acres and 155.89 linear feet of jurisdictional wetlands or waters of the United States for the construction of the Project; and

WHEREAS, the Corps, in consultation with the SHPO, has determined that the Area of Potential Effects (APE) for this Project includes areas where both direct and indirect effects to historic properties may occur and as depicted on the attached map (Attachment A); and

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WHEREAS, the Permittee has submitted a report entitled *Hickory Hill Slave and African-American Cemetery Delineation, Hanover County, Virginia* (Browning, 2007), produced prior to initiation of consultation under the Section 106 process, to the SHPO and the Corps; and

WHEREAS, the Corps, in consultation with the SHPO, has determined that the Project is located within the boundaries of Hickory Hill (Department of Historic Resources (DHR) Survey No. 042-0100), a property listed in the NRHP for its significance in the fields of social and military history, association with the Wickham family, and its architectural and landscape architectural merits; and

WHEREAS, the Corps, in consultation with the SHPO, has determined that issuance of a permit for the Project will have an adverse effect on Hickory Hill (DHR# 042-0100); and

WHEREAS, the Corps has invited the participation of the Advisory Council on Historic Preservation (ACHP) in this consultation pursuant to 36 CFR Part 800.6(a)(1), and the ACHP has declined to participate; and

WHEREAS, the Corps has invited the Permittee to participate in this consultation and to sign this Agreement as an invited signatory pursuant to 36 CFR Part 800.6(c)(2) and the Permittee has agreed to sign; and

WHEREAS, the Corps has invited Hanover County (County) to participate in this consultation and to sign this Agreement as a concurring party pursuant to 36 CFR Part 800.6(c)(3) and the County has declined to participate;

WHEREAS, the Corps has invited the Hanover County Historical Society (Society) to participate in this consultation and to sign this Agreement as a concurring party pursuant to 36 CFR Part 800.2(c)(3) and the Society has declined to participate;

WHEREAS, the Corps has invited the Virginia Council on Indians (VCI) to participate in this consultation and sign the Agreement as a concurring party pursuant to 36 CFR Part 800.6(c)(3), and the VCI has agreed to participate; and

NOW THEREFORE, in order to satisfy the Corps' Section 106 responsibilities to take into account the effects of permitted activities on historic properties, the Corps and the SHPO agree that the Project shall be permitted by the Corps with the condition that it be implemented in accordance with the following stipulations:

STIPULATIONS

The Corps shall ensure that the following stipulations are conditions of the permit. If these conditions are not fulfilled, the Permittee may be out of compliance with its permit, and the Corps may pursue enforcement and all remedies available for such violation:

I. TREATMENT OF HISTORIC PROPERTIES

A. Hickory Hill (DHR # 042-0100)

1. Within twelve (12) months of the date of the last Signatory Party's signature on this Agreement, the Permittee shall preserve in place the historic buildings structures, and cemeteries associated with Hickory Hill listed in Attachment B within an approximately 50-acre lot shown on the Conceptual Plan as Lot 71 (Attachment C;).
2. Within twelve (12) months of the date of the last Signatory Party's signature on this Agreement, the Permittee shall update the Data Sharing System (DSS) record for Hickory Hill (DHR# 042-0100) to reflect existing conditions of the main house and all secondary resources regardless of condition and submit the updated record to the SHPO for review and approval. The updated DSS record will, at a minimum, include archival photographs of all secondary resources keyed to an updated site plan. The record shall also include current descriptions for all resources in the site description, secondary resources summary, and architectural description sections.
3. Within twelve (12) months of the date of the last Signatory Party's signature on this Agreement, the Permittee shall place deed restrictions upon Lot

71 to ensure that the purchaser of the 50-acre Lot 71 will put an open-space preservation easement on the property that conforms to the standards designated by the Virginia Board of Historic Resources (Board). The easement shall be recorded with the DHR to preserve the historic, architectural, archaeological, landscape, and cultural resources located on the portion of the property comprising the 50-acre Lot 71. The timing of the recordation of this easement with the DHR shall not be dependent on the approval or recordation of any subdivision plat.

4. Within twelve (12) months of the date of the last Signatory Party's signature on this Agreement, the Permittee shall have the boundaries of the cemetery identified as the "Wickham Slave and African American Cemetery" surveyed by a professional land surveyor as a portion of the Preservation Lot and recorded in the County land records when the first section of the subdivision is recorded.

5. Within twelve (12) months of the date of the last Signatory Party's signature on this Agreement, the Permittee shall grant ingress and egress easements for the purpose of accessing the "Wickham Slave and African American Cemetery" and the family cemetery located on Lot 71 to the families of those interred in said cemeteries.

6. Within twelve (12) months of the date of the last Signatory Party's signature on this Agreement, the Permittee shall build a fence around the boundary of the Wickham Slave and African American Cemetery and place a suitable marker identifying the Wickham Slave and African American Cemetery during construction of the first section of the subdivision. Within six (6) months of the date of the last Signatory Party's signature on this Agreement, the Permittee shall submit a draft of the display marker text to the Corps and the SHPO for review and approval, and to the other consulting parties for review and comment. The Permittee shall take into account any comments received from the consulting

parties within thirty (30) days of confirmed receipt in revising the draft text. If no comments are received from the Corps, the SHPO or other consulting parties, the Permittee may assume the non-responding party has no comments. Within ninety (90) days of receiving final approval in writing from the Corps, the Permittee shall pay for the fabrication and installation of the fence and marker.

B. Treatment of Landscapes

1. The Permittee agrees to offer to the County at the time of rezoning a plan for tree preservation at the rear and side yard area of each residential lot along with a minimum of a fifty (50)-foot front setback that will be selectively cut with no cutting of trees of five (5)-inch caliper or greater allowed as depicted in Attachment D. Additional clearing may be allowed (i) when said areas may be used for driveways, wells, drain fields, drainage and utility easement when necessary for dwelling or all other outbuilding construction and/or (ii) when required by the County, and then only to the minimum extent necessary, except when cutting is permitted in accordance with approved grading plans, issued by the Public Works Department. The foregoing shall not prohibit the removal of dead or diseased trees. In addition, trees may be cut whenever necessary to establish required storm water detention, or drainage facilities.

2. Within twelve (12) months of the date of the last Signatory Party's signature on this Agreement, the Permittee shall include language in the restrictive covenants for the subdivision for the Preservation Lot that specifically limits cutting of timber immediately adjacent to lot 71 (the Historic Preservation Lot). The Permittee shall submit a draft of the restrictive covenants language to the Corps and the SHPO for approval, and to the other consulting parties for review and comment. The Permittee shall take into account any comments received from the consulting parties within thirty (30) days of confirmed receipt in revising the draft restrictive covenants language. If no comments are received

the SHPO or other consulting parties, the Permittee may assume the non-responding party has no comments. Upon receiving approval in writing from the Corps, the Permittee shall ensure that the covenants are recorded in the real estate records of the County and shall provide the Corps with a copy of the record within thirty (30) days after recordation.

II. REVIEW OF DOCUMENTS

The SHPO and other consulting parties agree to review all documentation and other materials prepared pursuant to this Agreement, within thirty (30) days of confirmed receipt. The Corps shall ensure that the Permittee addresses all comments received within the thirty (30) day review period in the final draft.

III. REPORTING REQUIREMENT

Upon the completion of all stipulations to this Agreement, the Permittee shall circulate to the Corps, SHPO, and the other consulting parties a signed memorandum documenting that the Permittee has fulfilled all its responsibilities under this Agreement.

IV. POST-REVIEW DISCOVERIES

The Corps shall ensure that the Permittee includes the following provisions in all construction contracts:

- A. If previously unidentified historic properties or unanticipated effects to historic properties are discovered during construction in the APE for direct effects (Appendix A), the construction contractor shall immediately halt all activity within a one hundred (100) foot radius of the discovery, notify the Permittee of the discovery and implement interim measures to protect the discovery from looting and vandalism.
- B. Immediately upon receipt of the notification required in Stipulation IV.A above, the Permittee shall:

1. Inspect the construction site to determine the extent of the discovery and ensure that construction activities have halted;
 2. Clearly mark the area of the discovery;
 3. Implement additional measures, as appropriate, to protect the discovery from looting and vandalism;
 4. Have a professional archeologist who meets, at a minimum, the *Secretary of the Interior's Professional Qualifications Standards* (48 FR 44738-9, September 29, 1983) in Archaeology inspect the construction site to determine the extent of the discovery and provide recommendations regarding its NRHP eligibility and treatment; and
 5. Notify the Corps, the SHPO and the other consulting parties of the discovery describing the measures that have been implemented to comply with Stipulation IV.
- C. Within five (5) business days of receipt of the notification of the discovery the Corps shall provide the Permittee, the SHPO and the other consulting parties with its assessment of the NRHP eligibility of the discovery and the measures it proposes to take to resolve adverse effects. In making its official evaluation, the Corps, in consultation with the SHPO, may assume the discovery to be NRHP eligible for the purposes of Section 106 pursuant to 36 CFR Part 800.13(e). The Permittee, the SHPO and the other consulting parties shall respond to the Corps within forty-eight (48) hours of receipt of the Corps' assessment.
- D. The Corps shall take into account the recommendations of the SHPO and the other consulting parties on eligibility and treatment of the discovery and shall ensure that the Permittee carries out appropriate actions, and provides the Corps, SHPO, and the other consulting parties with a report on these actions when they have been implemented.



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- E. Construction activities may proceed in the area of the discovery when the Corps has determined that implementation of the actions undertaken to address the discovery pursuant to Stipulation IV are complete.

V. HUMAN REMAINS

The Permittee shall make all reasonable efforts to avoid disturbing gravesites, including those containing Native American human remains and associated funerary artifacts. The Permittee shall treat all human remains in a manner consistent with the ACHP "Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects" (February 23, 2007; <http://www.achp.gov/docs/hrpolicy0207.pdf>).

- A. The Permittee shall ensure that human skeletal remains and associated funerary objects encountered during the course of actions taken as a result of this Agreement shall be treated in accordance with the Regulations Governing Permits for the Archaeological Removal of Human Remains (Virginia Register 390-01-02) found in the *Code of Virginia* (10.1-2305, et seq., Virginia Antiquities Act). If removal is proposed, the Permittee shall apply for a permit from the SHPO for the removal of human remains in accordance with the regulations stated above.
- B. The Permittee shall make a good faith effort to ensure that the general public is excluded from viewing any Native American burial site or associated funerary artifacts. The consulting parties to this Agreement shall release no photographs of any Native American burial site or associated funerary artifacts to the press or general public. The Corps shall notify the appropriate federally recognized Tribe(s), VCI, and/or appropriate tribal leaders when burials, human skeletal remains, or funerary artifacts are encountered on the Project, prior to any analysis or recovery. The Permittee shall deliver any Native American human skeletal remains and associated funerary artifacts recovered pursuant to this Agreement to the appropriate tribe to be reinterred. The disposition of any other human skeletal remains and associated funerary artifacts shall be governed as specified in any permit issued by the SHPO or any order of the local court authorizing their removal. The Permittee shall be

responsible for all reasonable costs associated with treatment of human remains and associated funerary objects.

VI. DISPUTE RESOLUTION

A. Should any party to this Agreement object in writing to the Corps regarding any action carried out or proposed with respect to any activities covered by this Agreement or to implementation of this Agreement, the Corps shall consult with the objecting party to resolve the objection.

B. If after initiating such consultation, the Corps determines that the objection cannot be resolved through consultation, the Corps shall forward all documentation relevant to the objection to the ACHP, including the proposed response to the objection.

C. Within thirty (30) days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

1. Advise the Corps that the ACHP concurs with the Corps' proposed response to the objection, whereupon the Corps will respond to the objection accordingly; or
2. Provide the Corps with recommendations, which the Corps shall take into account in reaching a final decision regarding its response to the objection; or
3. Notify the Corps that the objection will be referred for comment pursuant to 36 CFR 800.7(a)(4), and proceed to refer the objection and comment. The Corps shall take the resulting comment into account in accordance with 36 CFR 800.7(c)(4) and Section 110 of the NHPA.

D. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the Corps may assume the ACHP's concurrence in its proposed response to the objection.

E. The Corps shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the Permittee's responsibility to carry out all the actions under this Agreement that are not the subjects of the objections shall remain unchanged.

F. At any time during implementation of the measures stipulated in this Agreement, should an objection pertaining to this Agreement be raised by a member of the public, the Corps shall notify the parties to this Agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this Agreement to resolve the objection.

VII. AMENDMENTS AND TERMINATION

A. Any signatory to this Agreement may propose to the Corps that the Agreement be amended, whereupon the Corps shall consult with the other parties to this Agreement to consider such an amendment. All signatories to the Agreement must agree to the proposed amendment in writing in accordance with 36 CFR Part 800.6(c)(7).

B. If the Permittee decides it will not proceed with the Project, it shall so notify the Corps, the SHPO, and the other consulting parties, and this Agreement shall become null and void.

C. If the Permittee determines that it cannot implement the terms of this Agreement, or if the Corps or SHPO determines that the Agreement is not being properly implemented, the Permittee, the Corps or the SHPO may propose to the other parties to this Agreement that it be amended or terminated.

D. This Agreement may be terminated by any signatory to the Agreement in accordance with the procedures described in 36 CFR Part 800.6(c)(8). Termination shall include the submission of a technical report by the Permittee on any work done up to and including the date of termination. If the Corps is does not execute another Agreement following termination, the Corps may choose to modify, suspend, or revoke the Department of the Army permit as provided by 33 CFR Part 325.7.

VIII. DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until five (5) years after the date of the last signatory party's signature on the Agreement. At any time within the six (6) month period prior to expiration of the Agreement, the Corps may request the signatory parties to consider an extension or modification of this Agreement. No extension or modification will be effective unless all signatory parties to the Agreement have agreed with it in writing.

IX. FAILURE TO CARRY OUT THE TERMS OF THE AGREEMENT

In the event that the terms of this Agreement are not carried out, then the Corps shall comply with 36 CFR Part 800 with regard to any actions covered by this Agreement.

X. EXECUTION OF AGREEMENTS

This Agreement may be executed in counterparts, with a separate page for each signatory, and the Corps will ensure that each party is provided with a copy of the fully executed Agreement.

Execution of this Agreement by the Corps and the SHPO and its submission to the ACHP in accordance with 36 CFR Part 800.6(b)(1)(iv), shall, pursuant to 36 CFR Part 800.6(c), be considered to be an agreement with the ACHP for the purposes of Section 110(l) of NHPA. Execution and submission of this Agreement, and implementation of its terms, evidence that the Corps has afforded the ACHP an opportunity to comment on the proposed undertaking and its effect on historic properties, and that the Corps has taken into account the effect of the undertaking on historic properties.

THE UNITED STATES ARMY CORPS OF ENGINEERS, NORFOLK DISTRICT

By: Syrette L. Rhodes
for J. Robert Hume, III
Chief, Regulatory Branch

Date: 23 June 2009

THE VIRGINIA STATE HISTORICAL PRESERVATION OFFICER

By: 

Kathleen S. Kilpatrick
Director

Date: 

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Hickory Hill Partners, LLC

By: Todd Rogers
Todd Rogers

Date: 7/1/09

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CONCUR

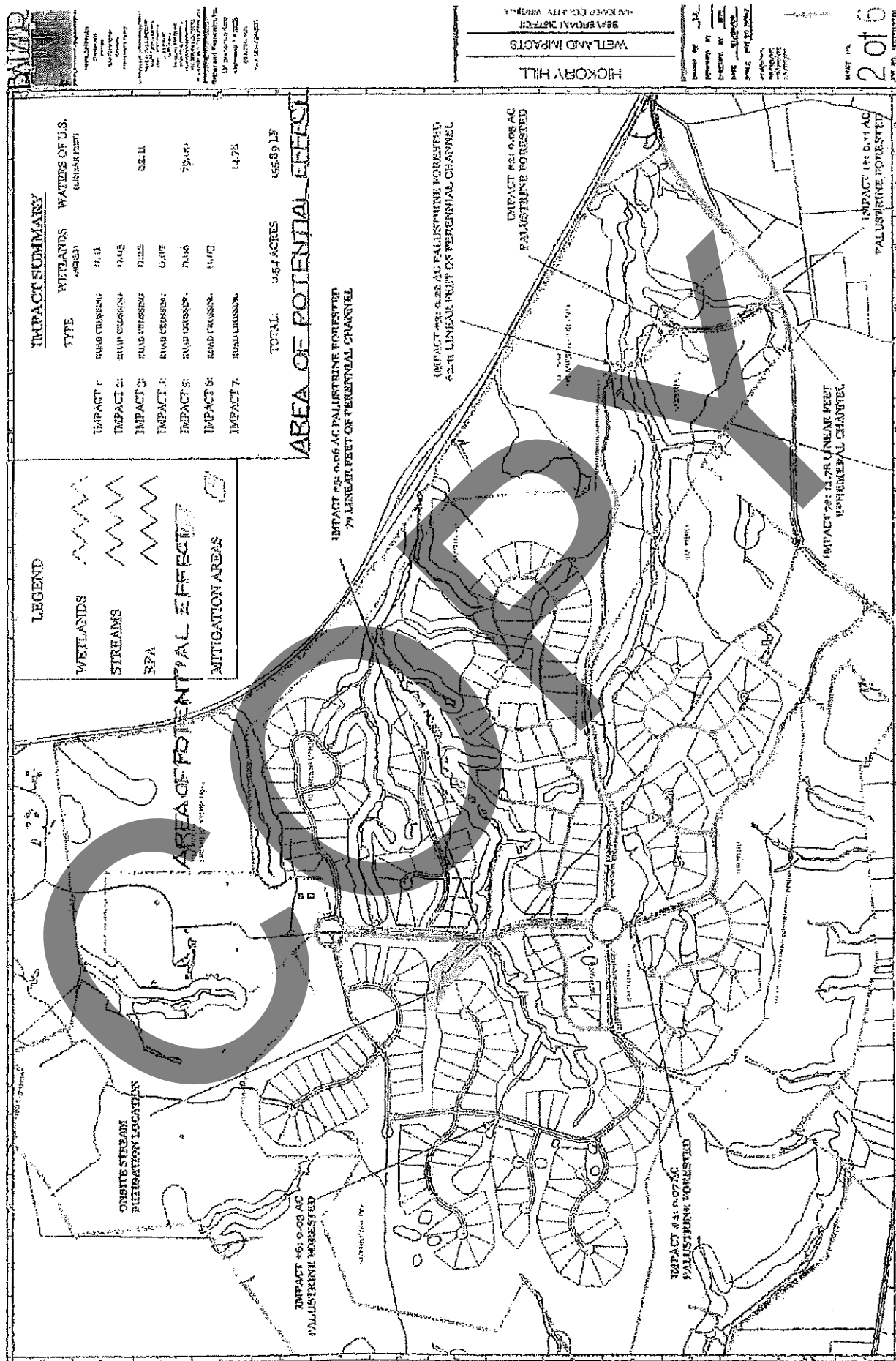
Virginia Council on Indians

By: Deanna Beacham
Deanna Becham BEACHAM (20)

Date: 10/6/09



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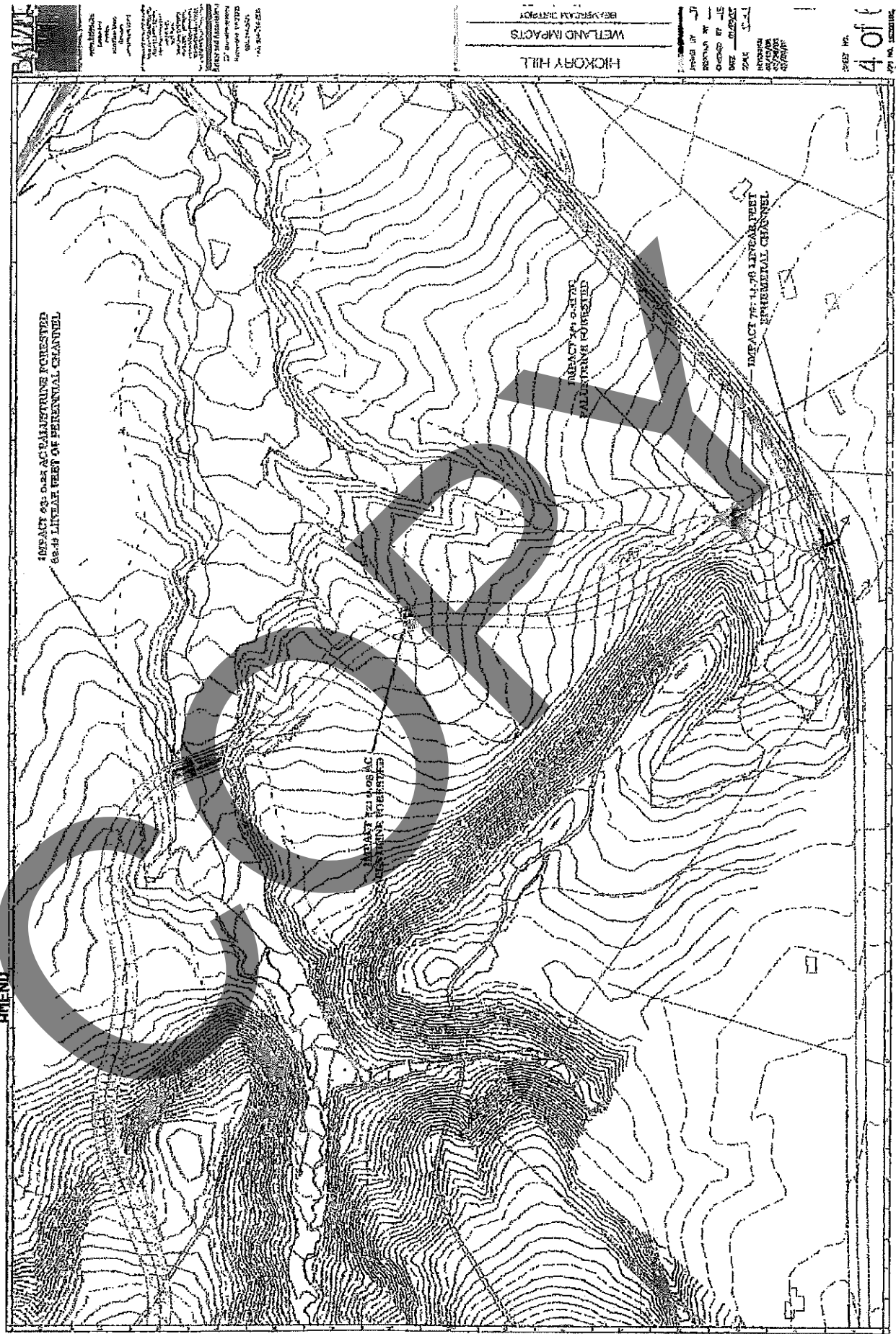
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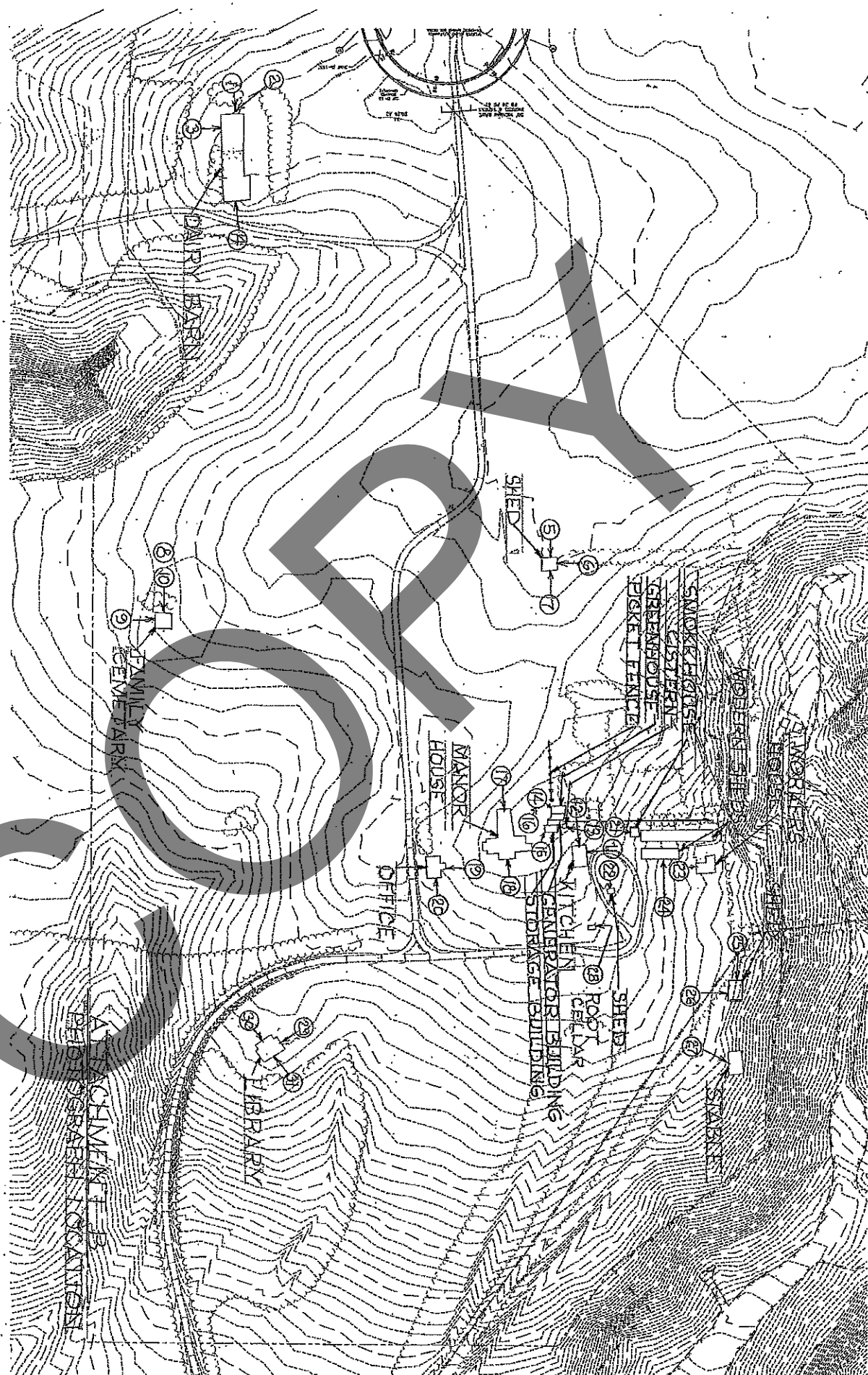
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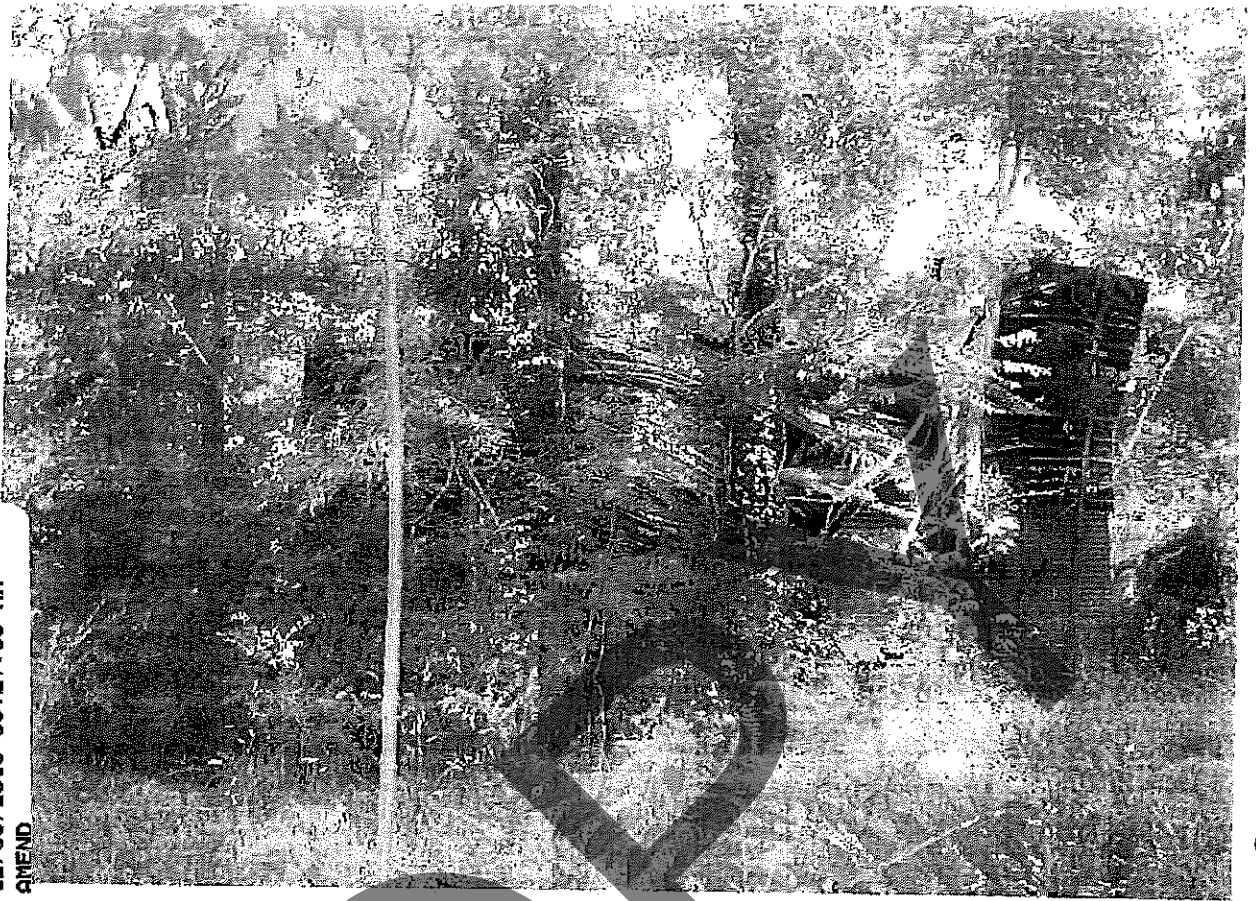
Hickory Hill Structures

<u>Structure</u>	<u>Photos</u>	<u>Preserve</u>
Dairy Barn	1,2,3,4	No
Shed	5,6,7	Yes
Family Cemetery	8,9,10	Yes
Kitchen	11,12	Yes
Cistern & Storage Building	13	Yes
Greenhouse	14	No
Generator building	13,15	Yes
Picket Fence	16	Yes
Manor House	17, 18	Yes
Office	19, 20	Yes
Smokehouse	21	Yes
Shed	22	No
Workers House	23	Yes
Modern Sheds	24	No
Shed	25, 26	No
Stable	27	No
Root cellar	28	No
Library	29, 30, 31	Yes

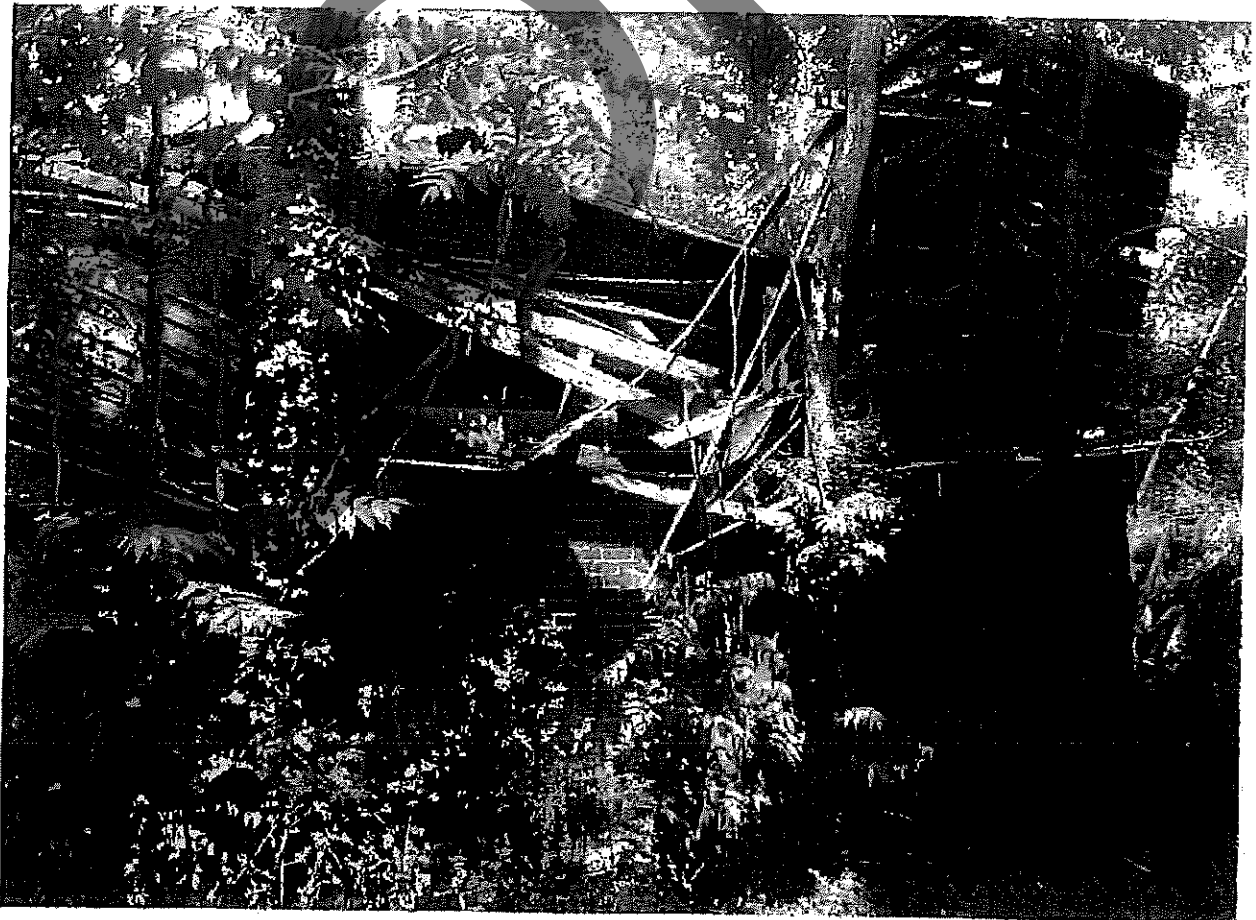


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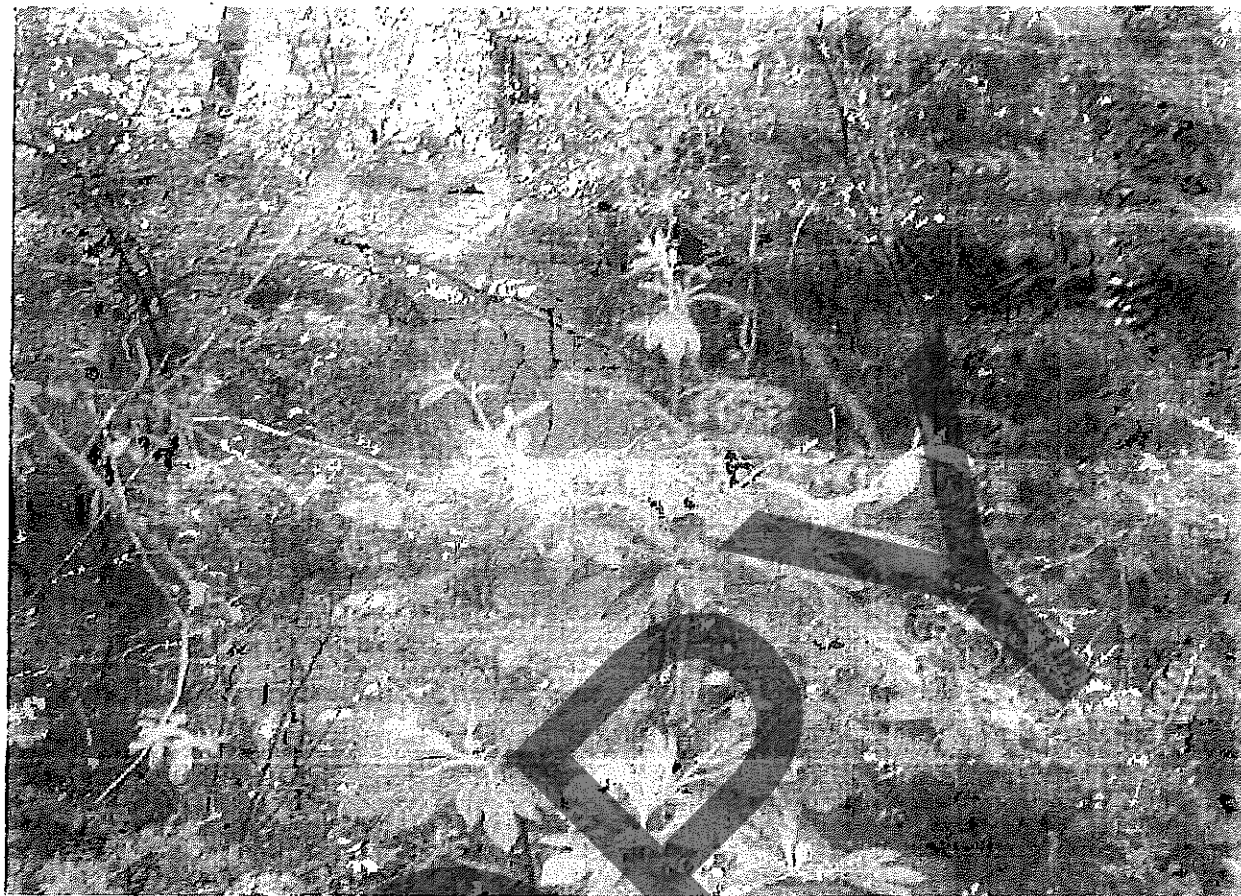
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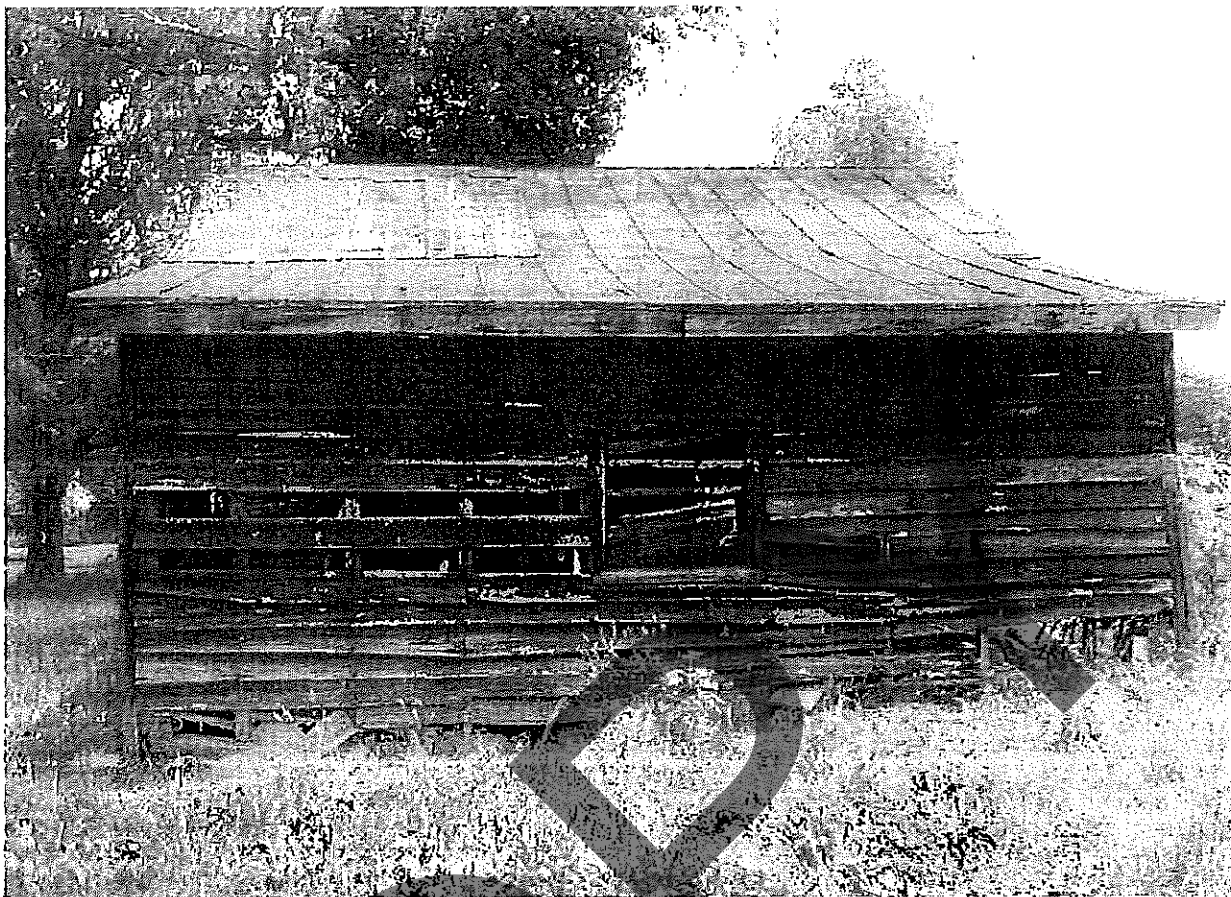
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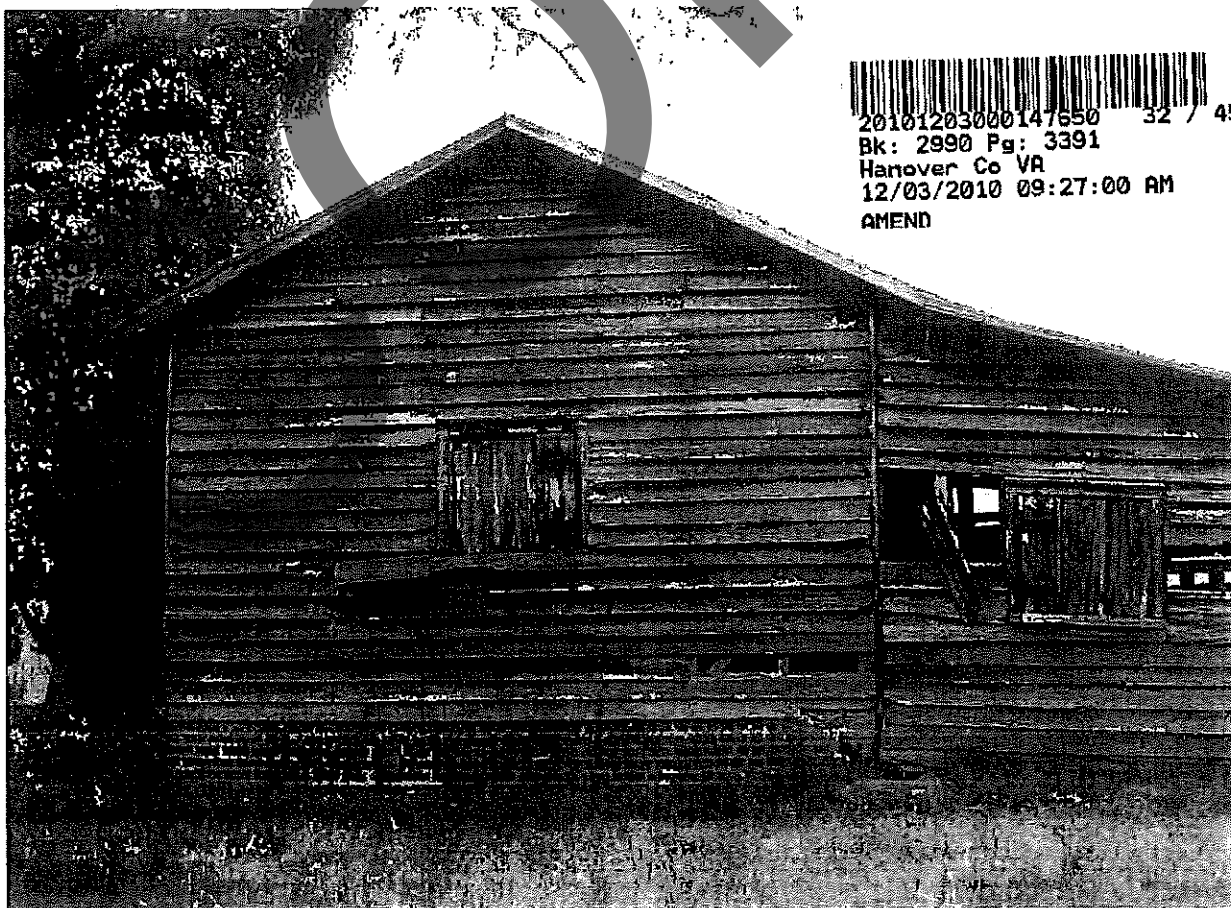
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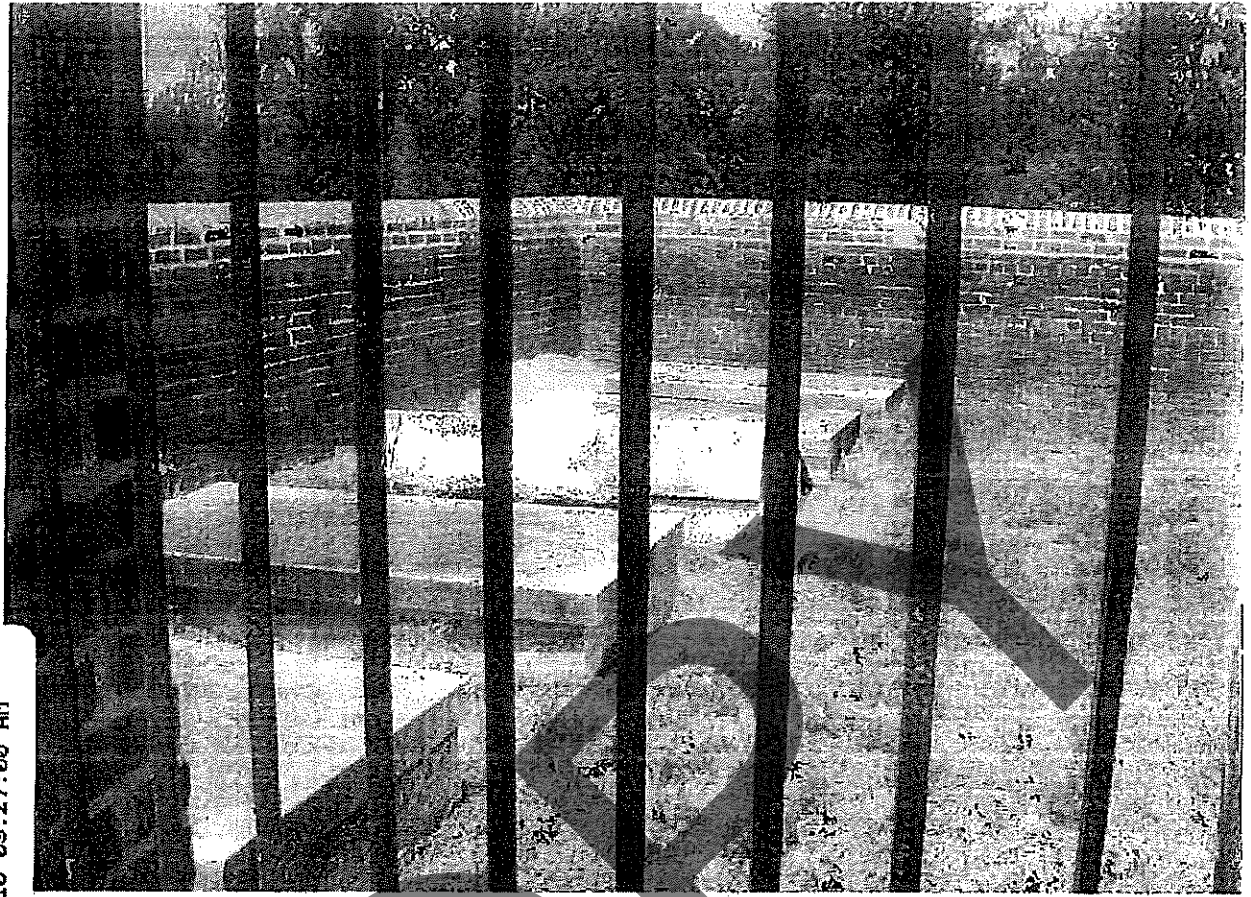


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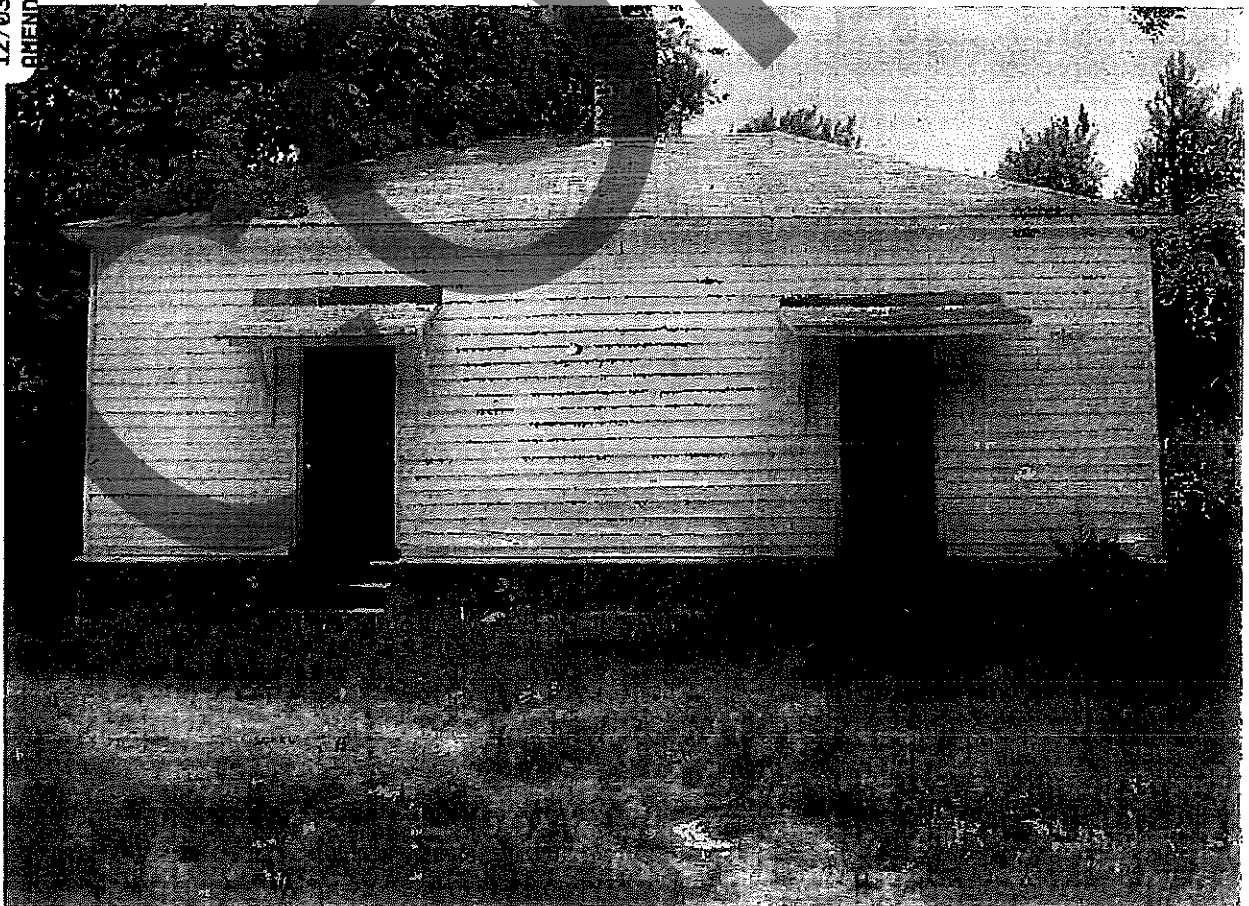
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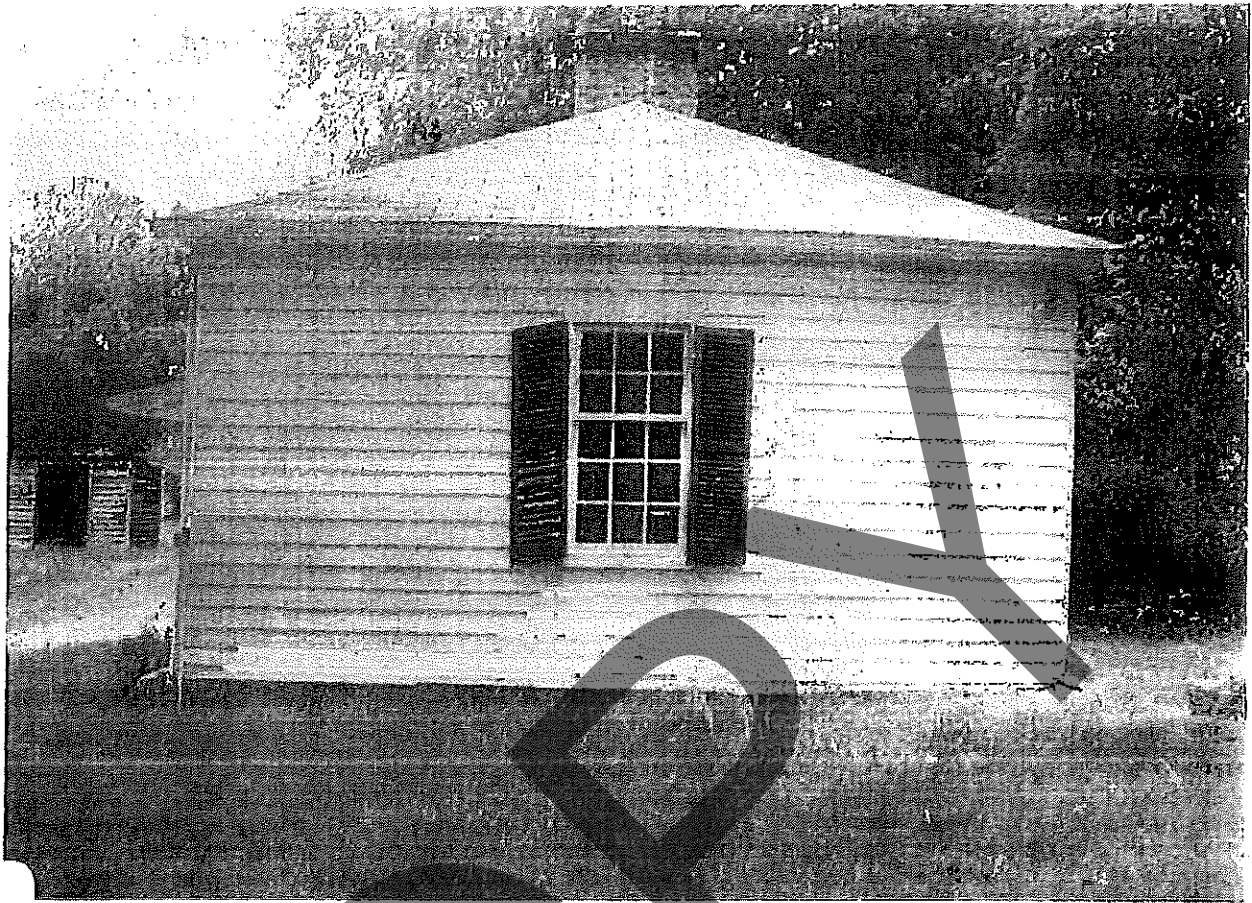
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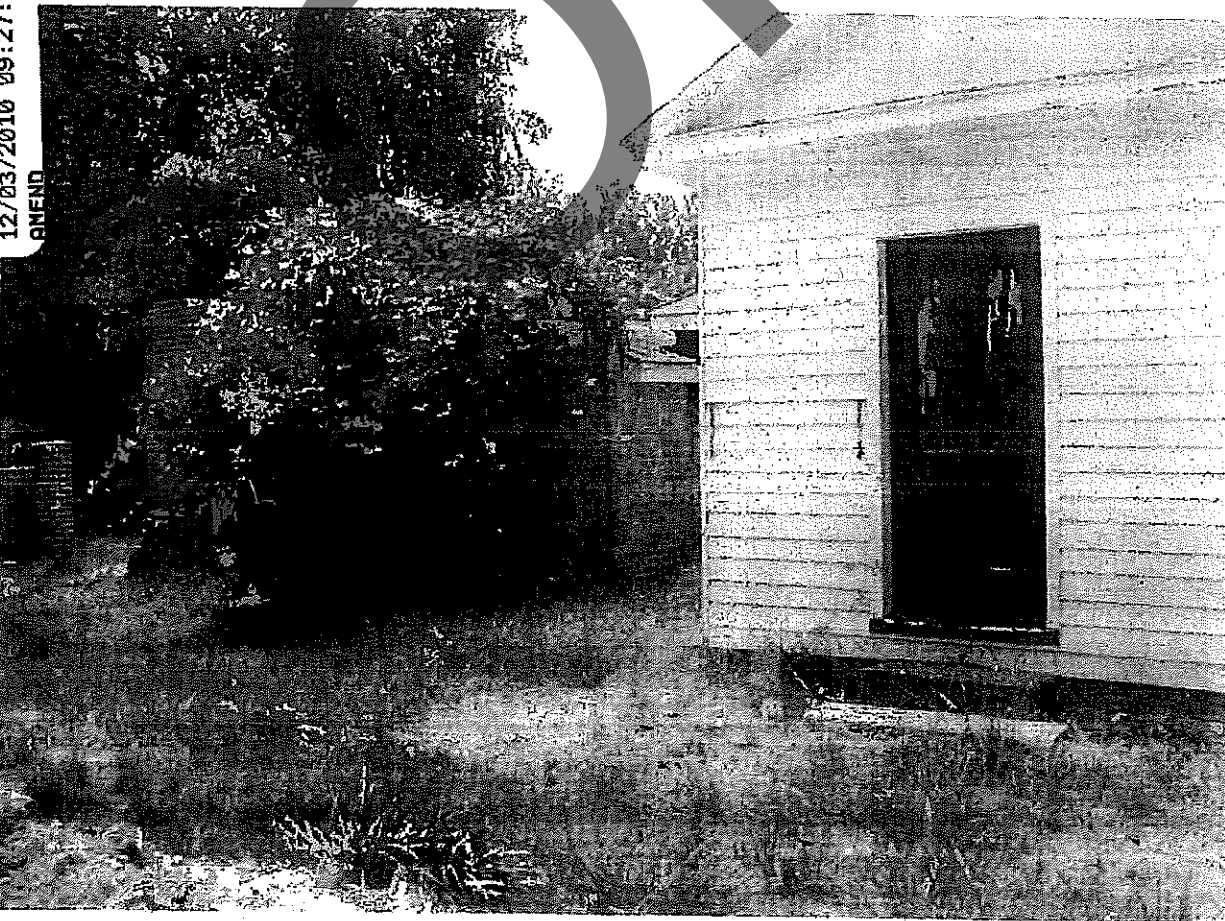
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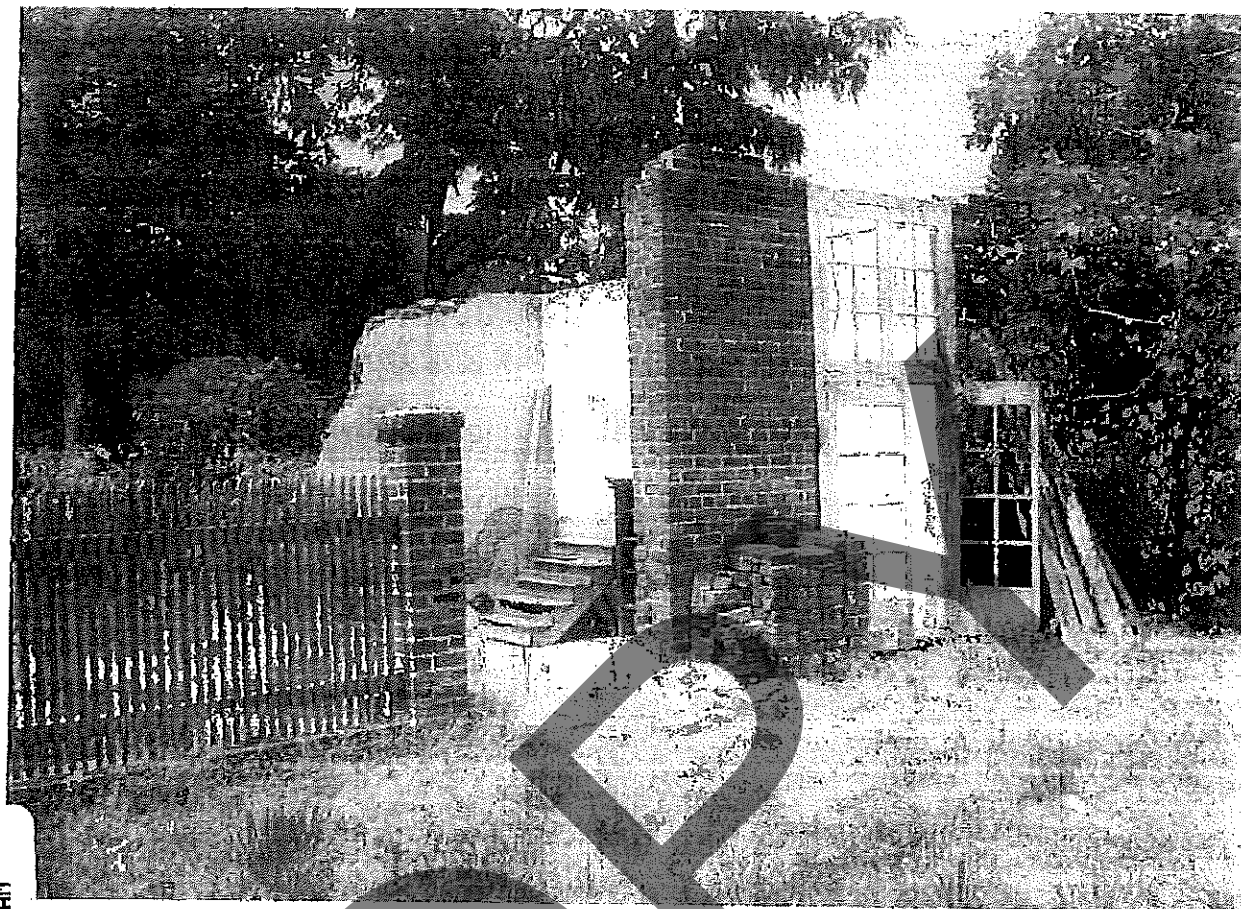
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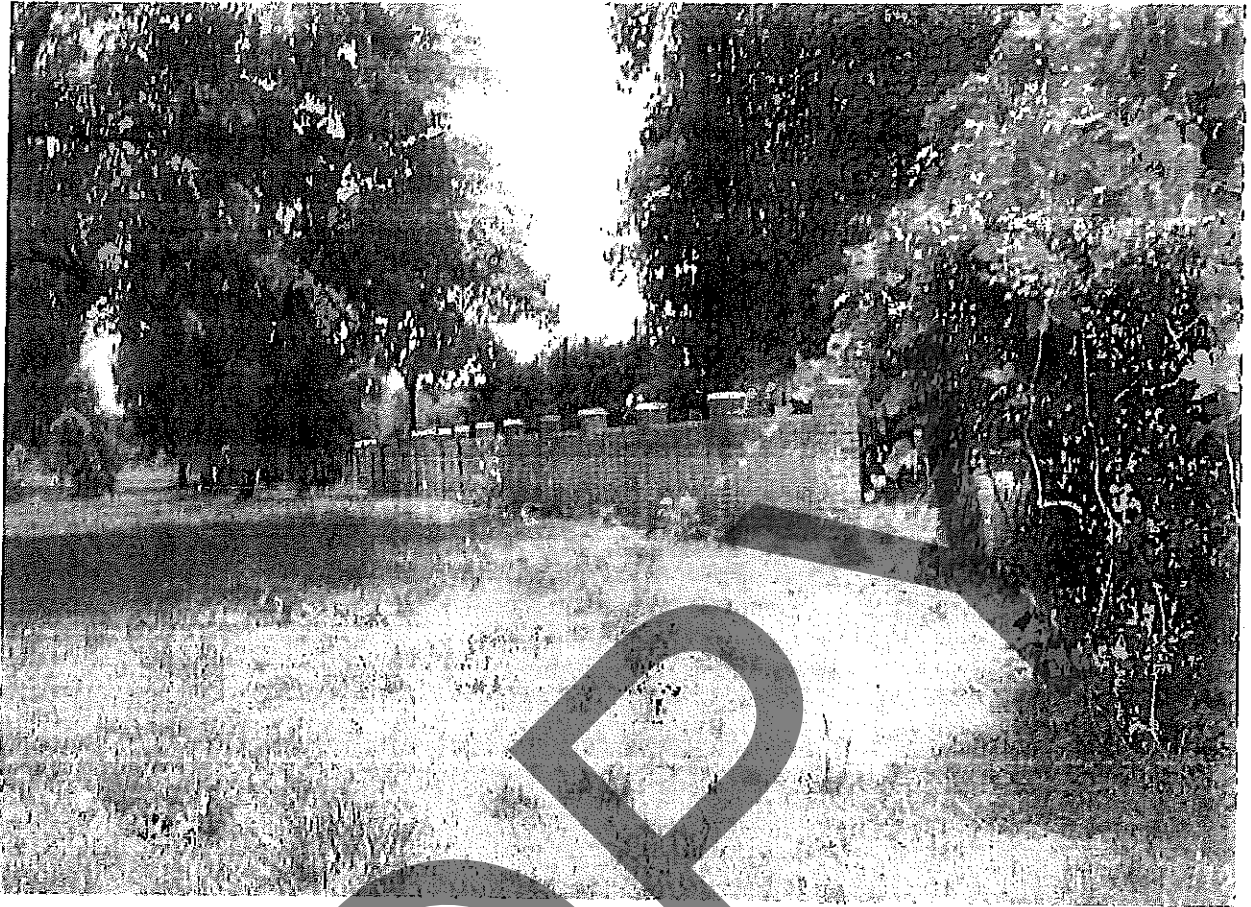
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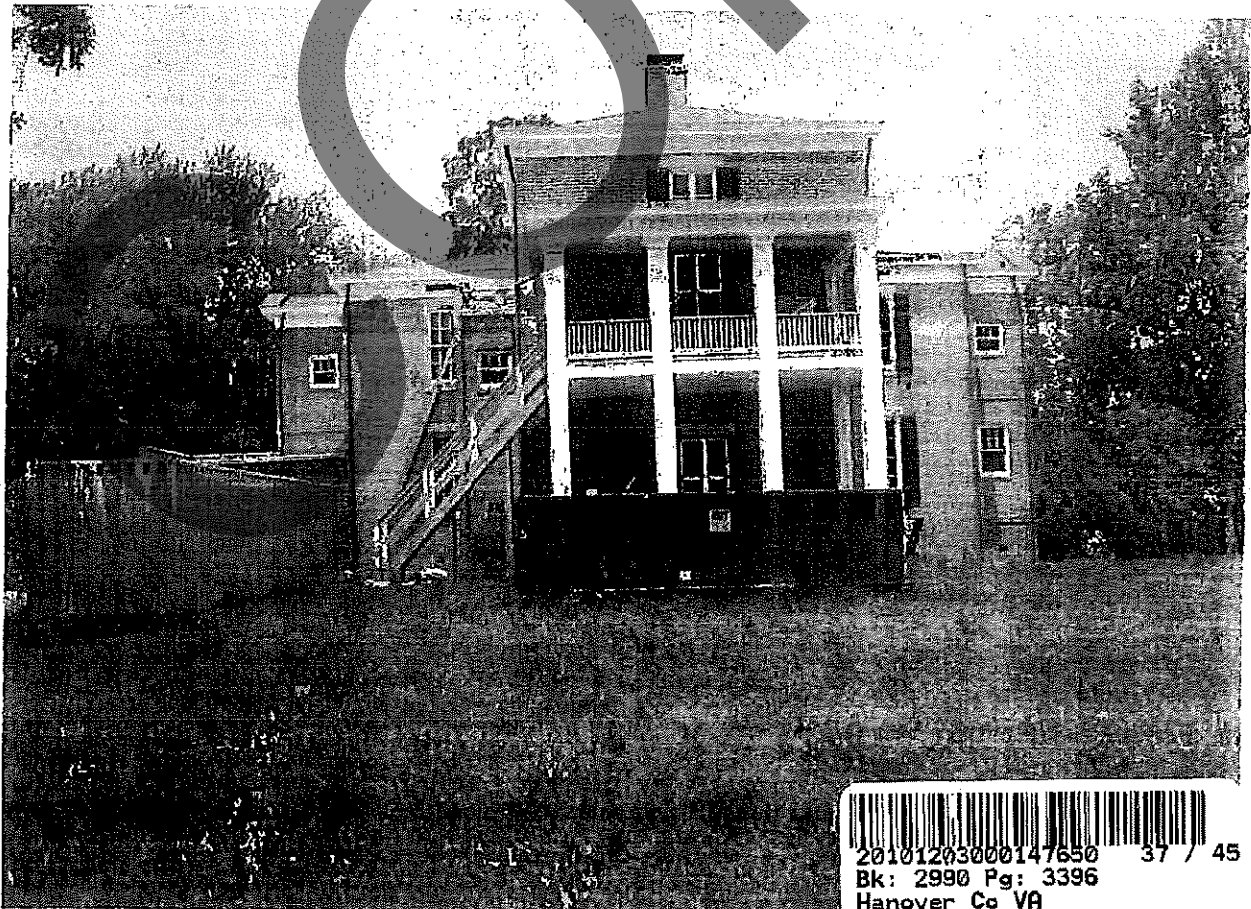
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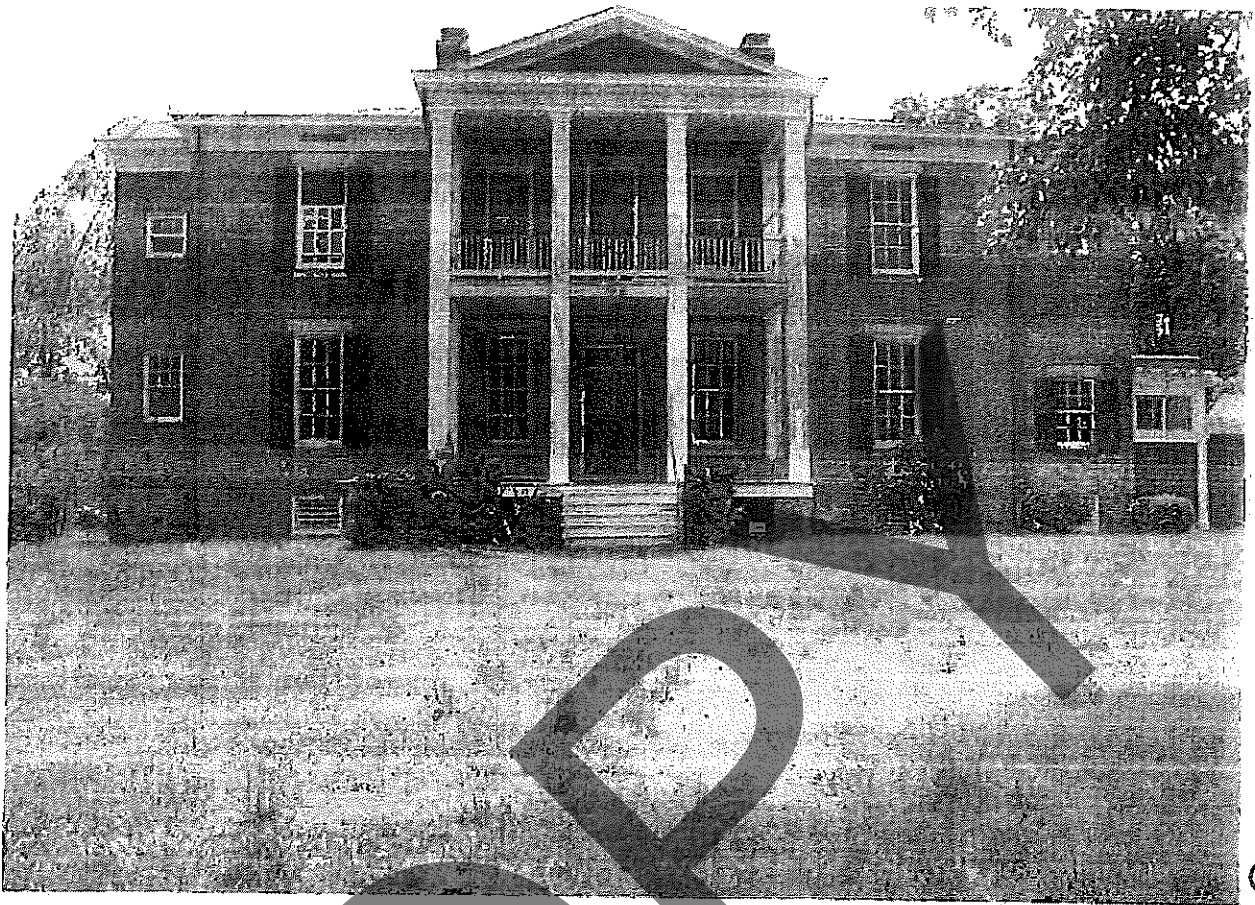
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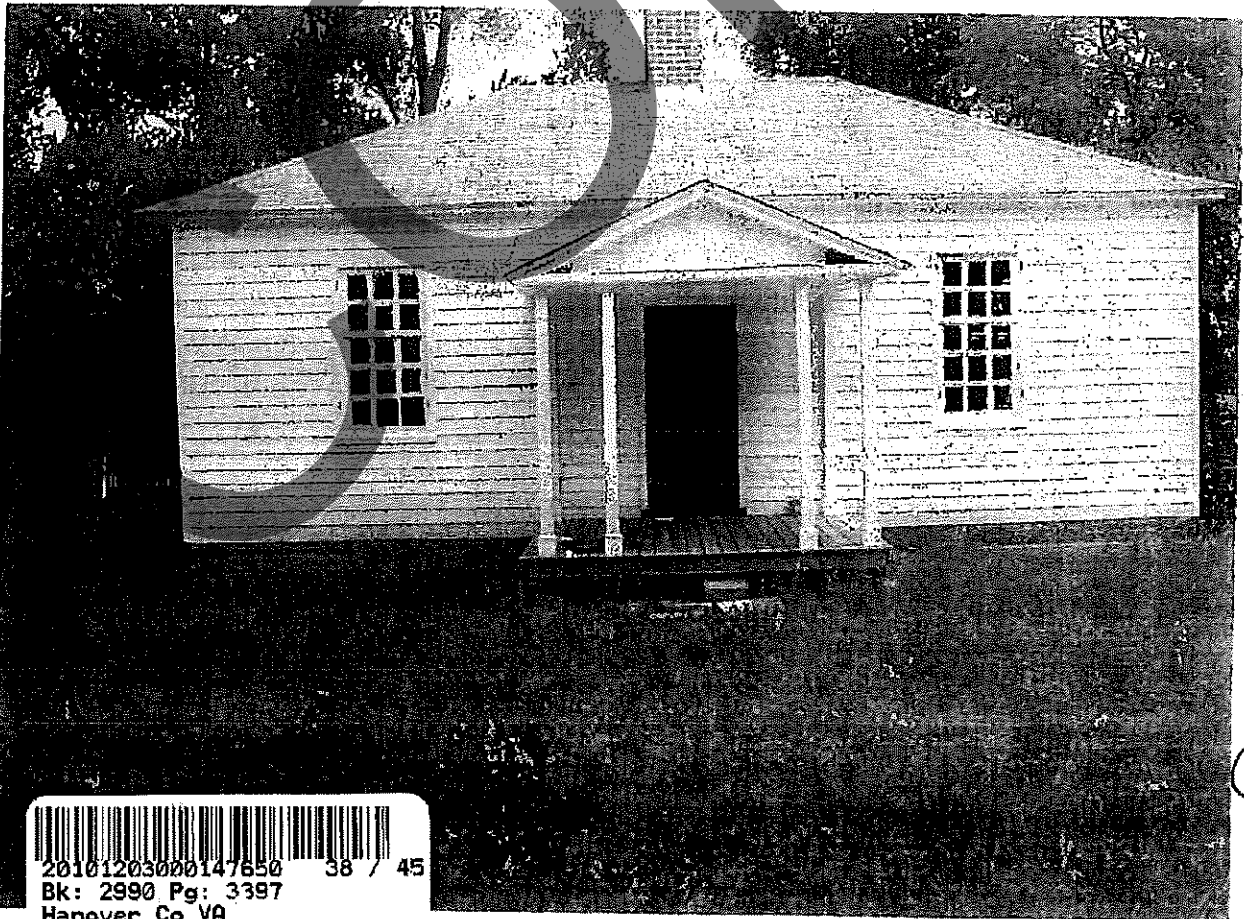
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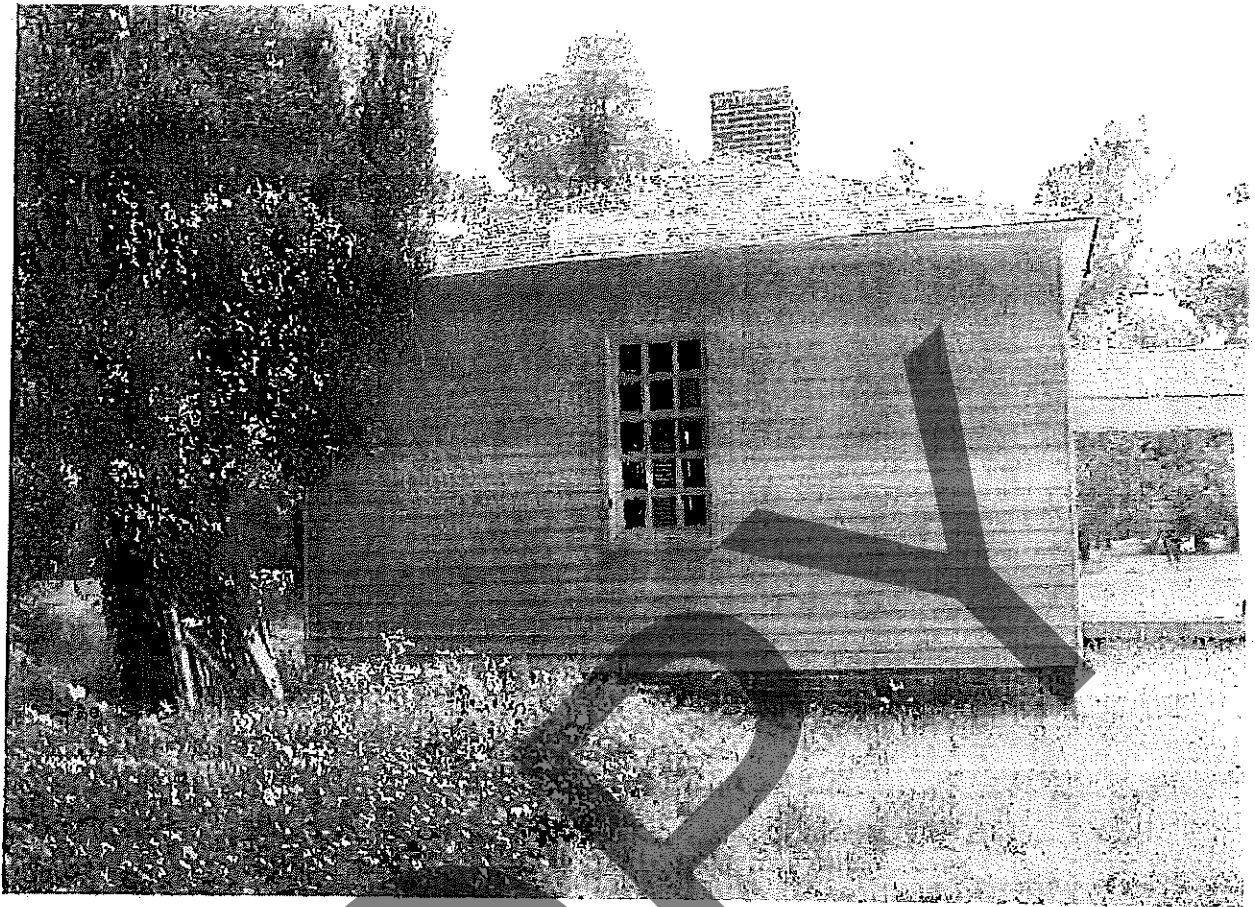
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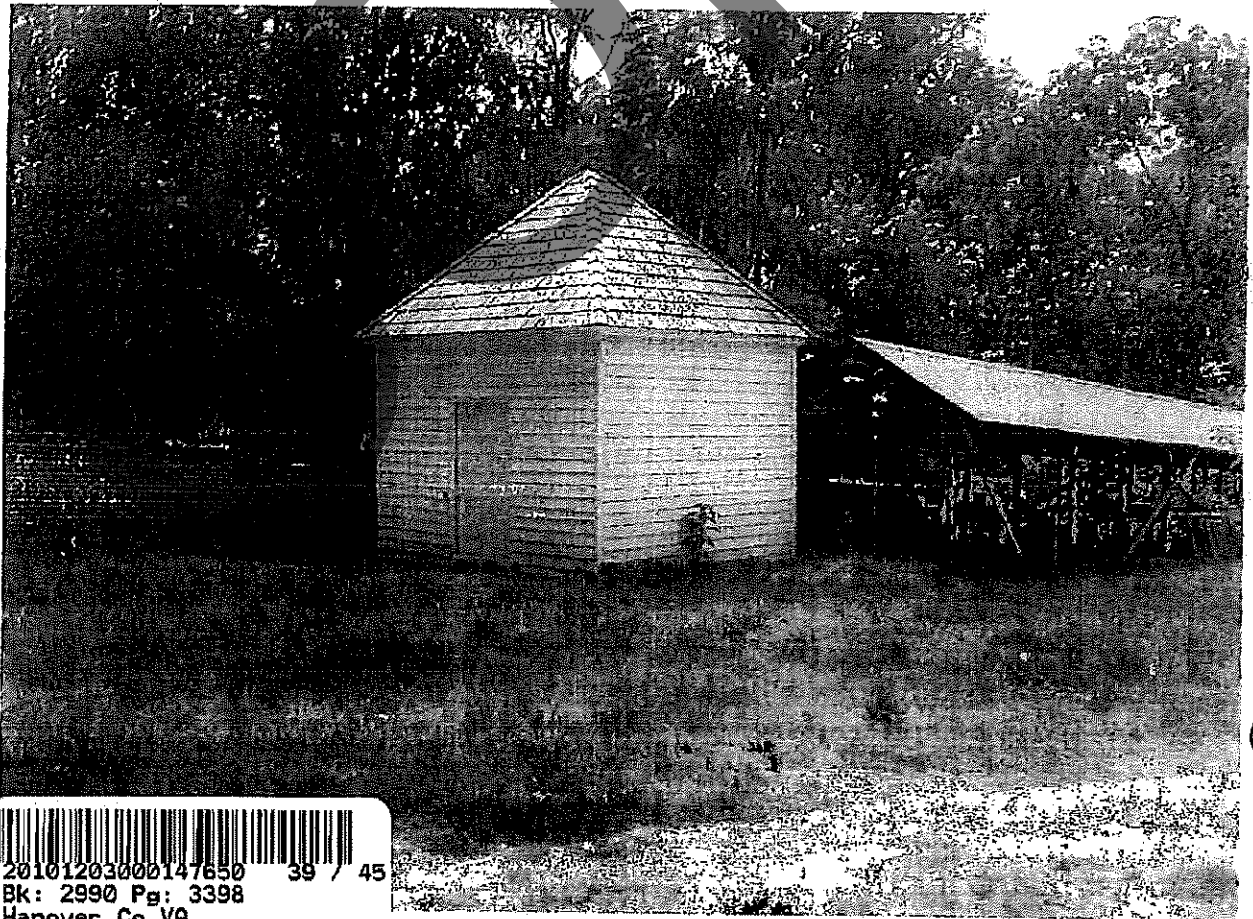
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20101203000147650 38 / 45
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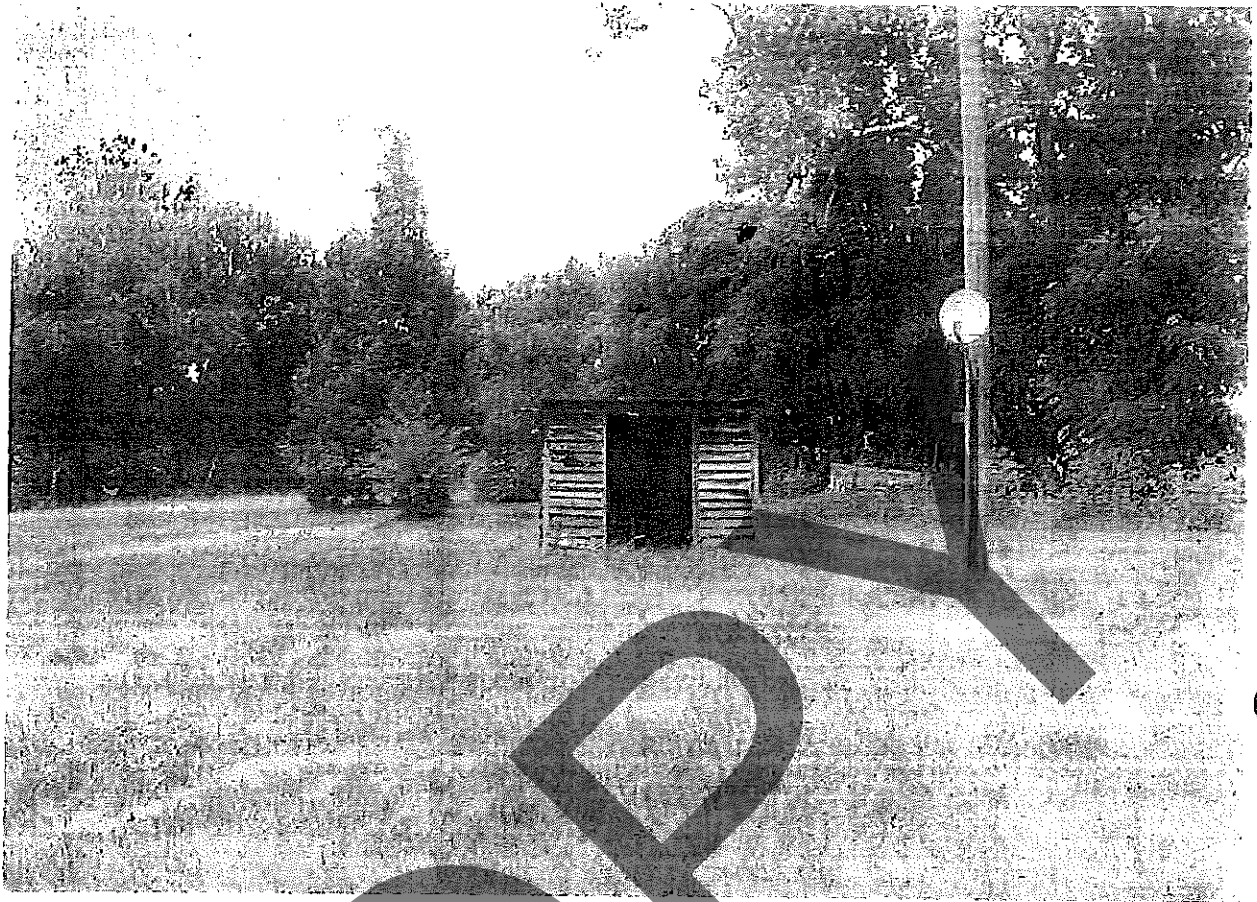


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21

20101203000147650 39 / 45
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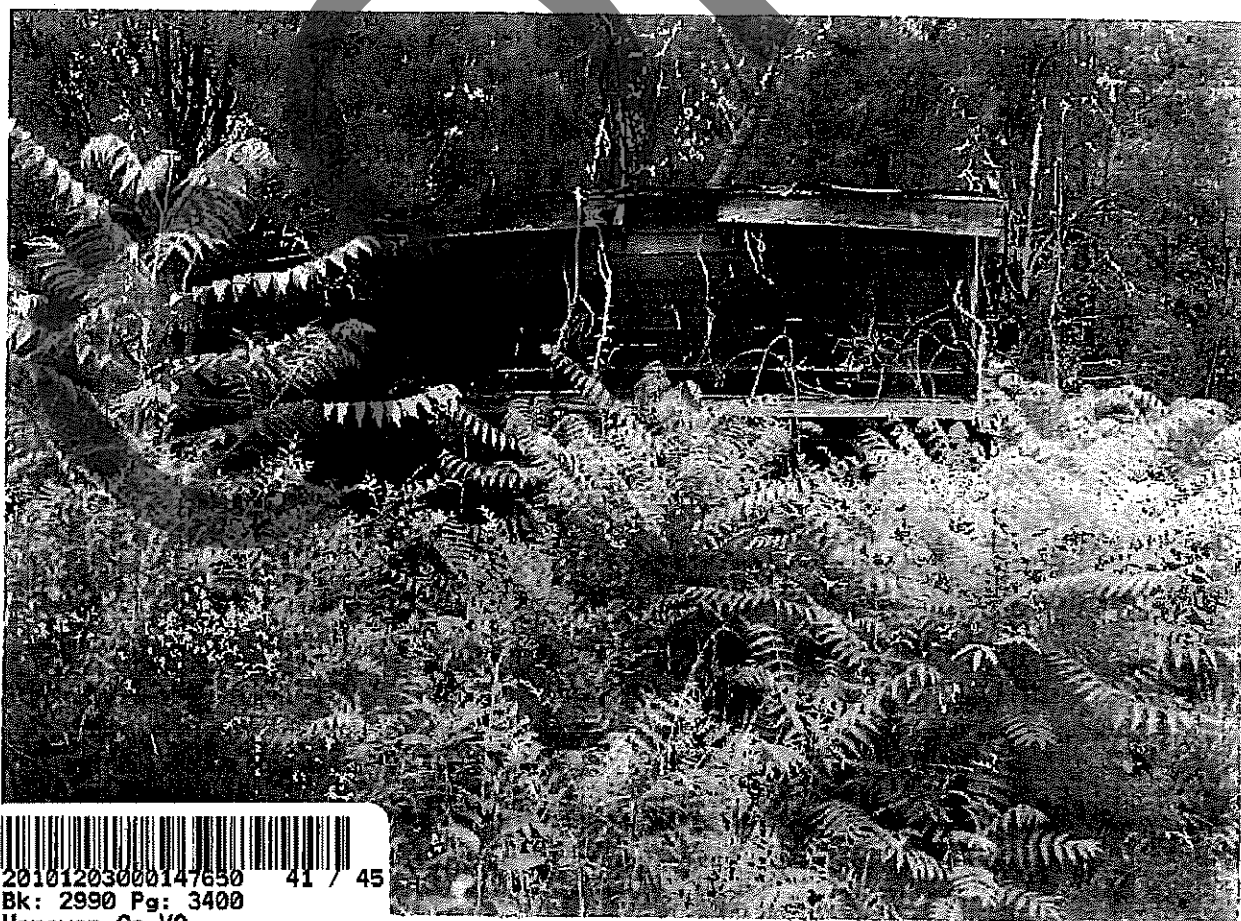
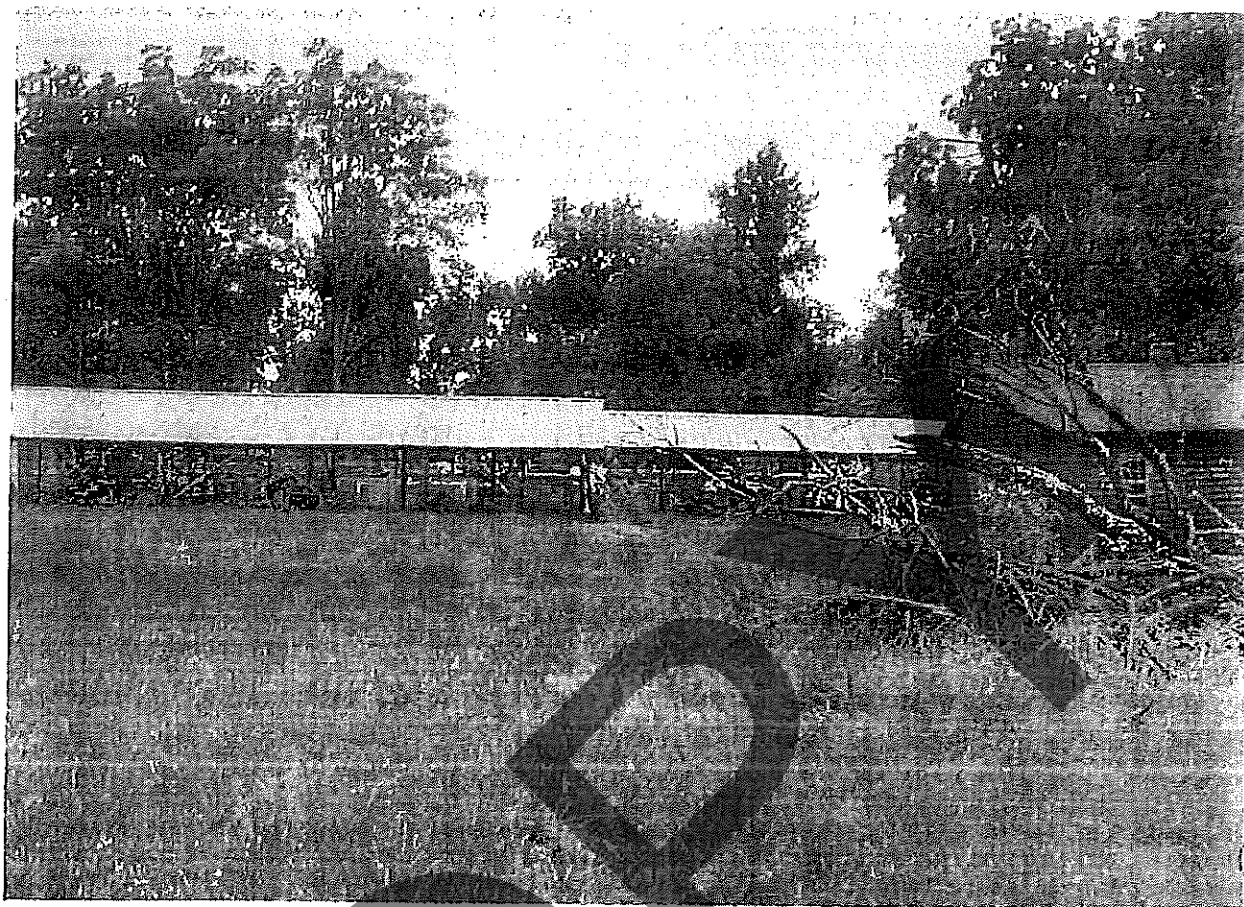



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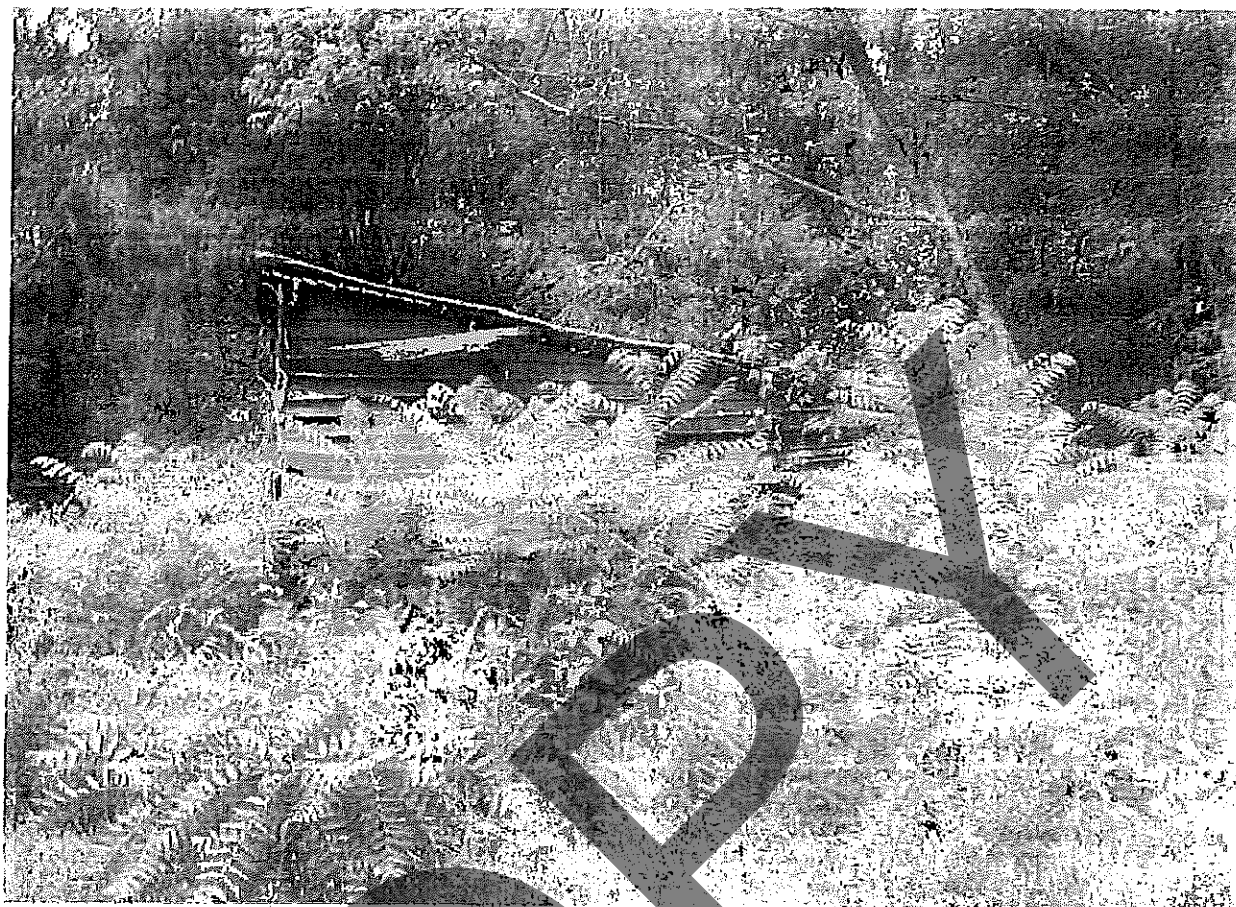


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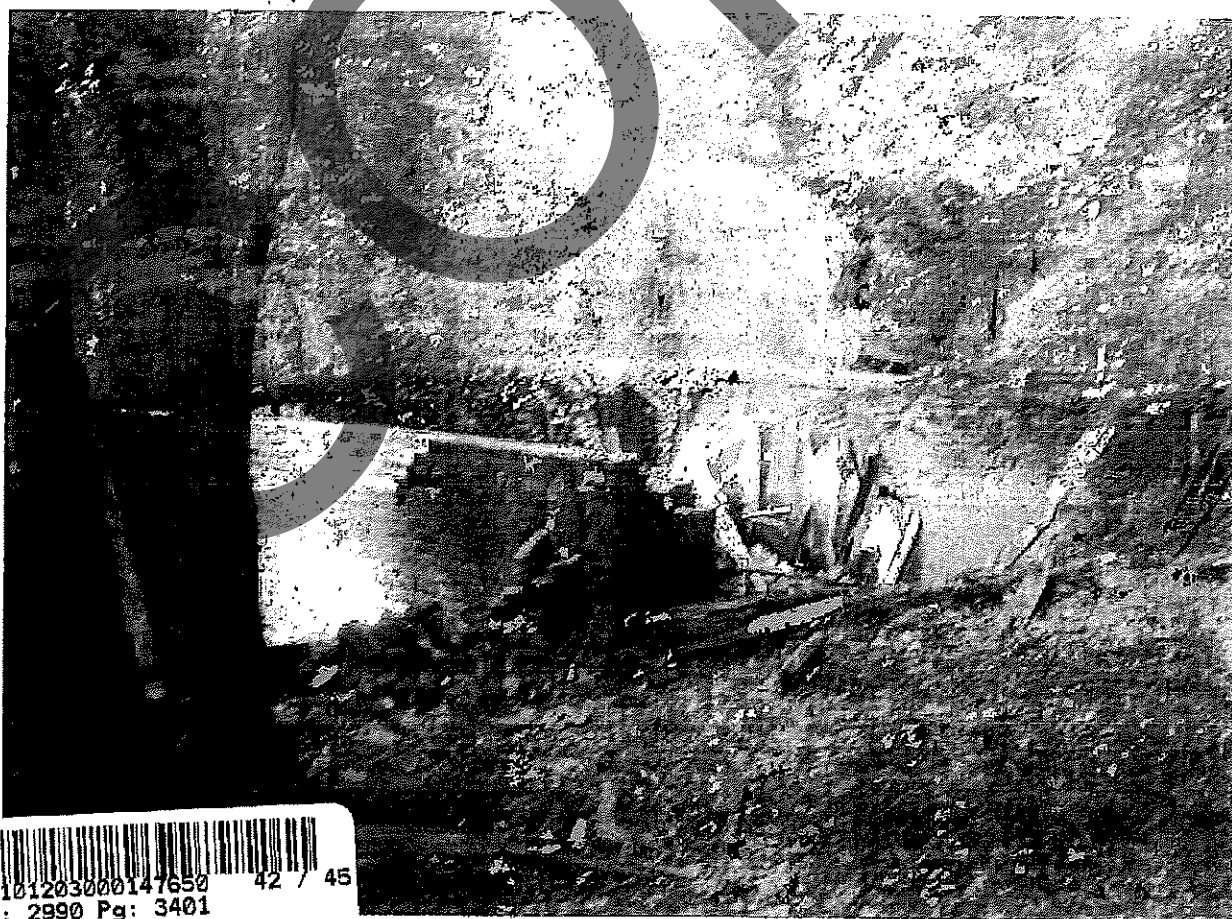
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 QMEND



26



27

20101203000147650 42 / 45
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QMEND



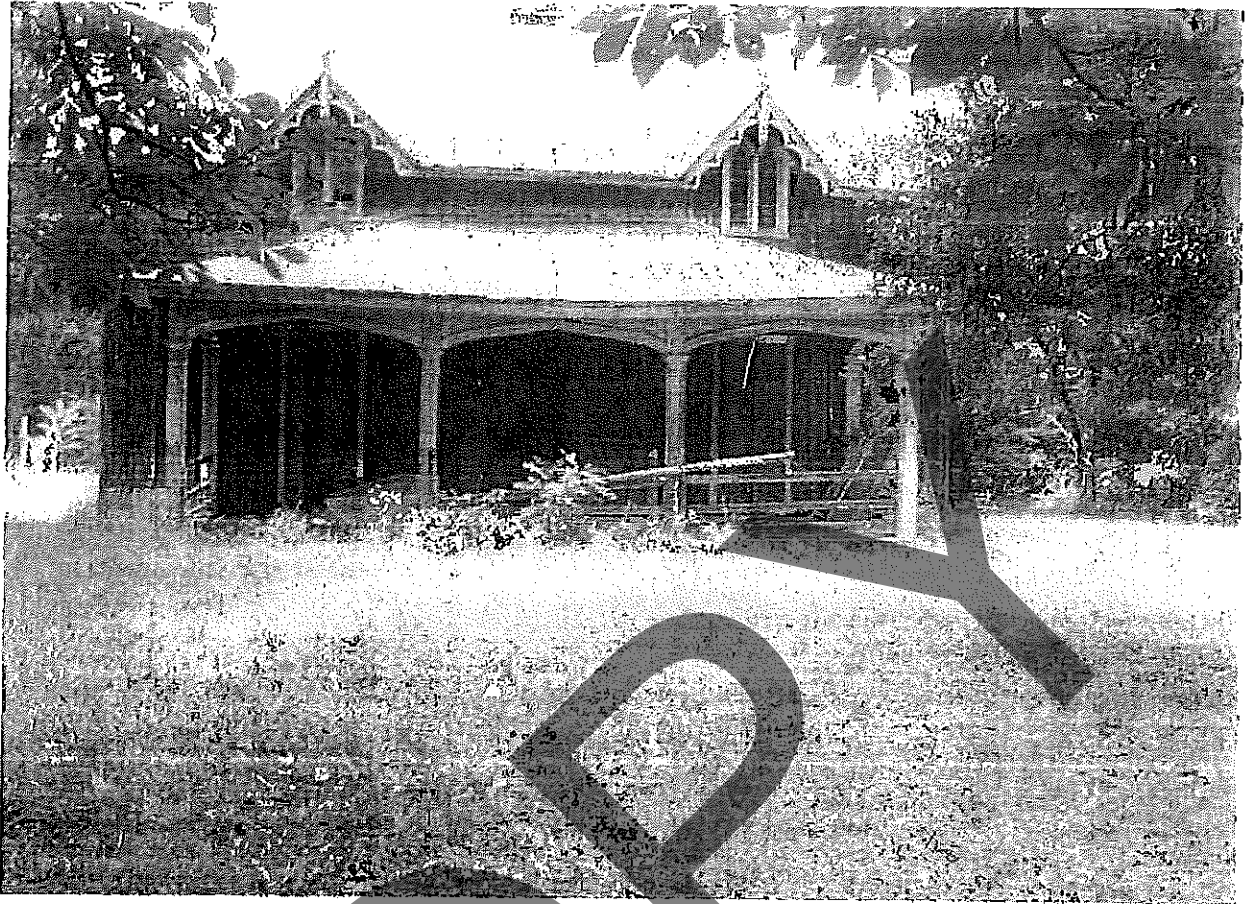
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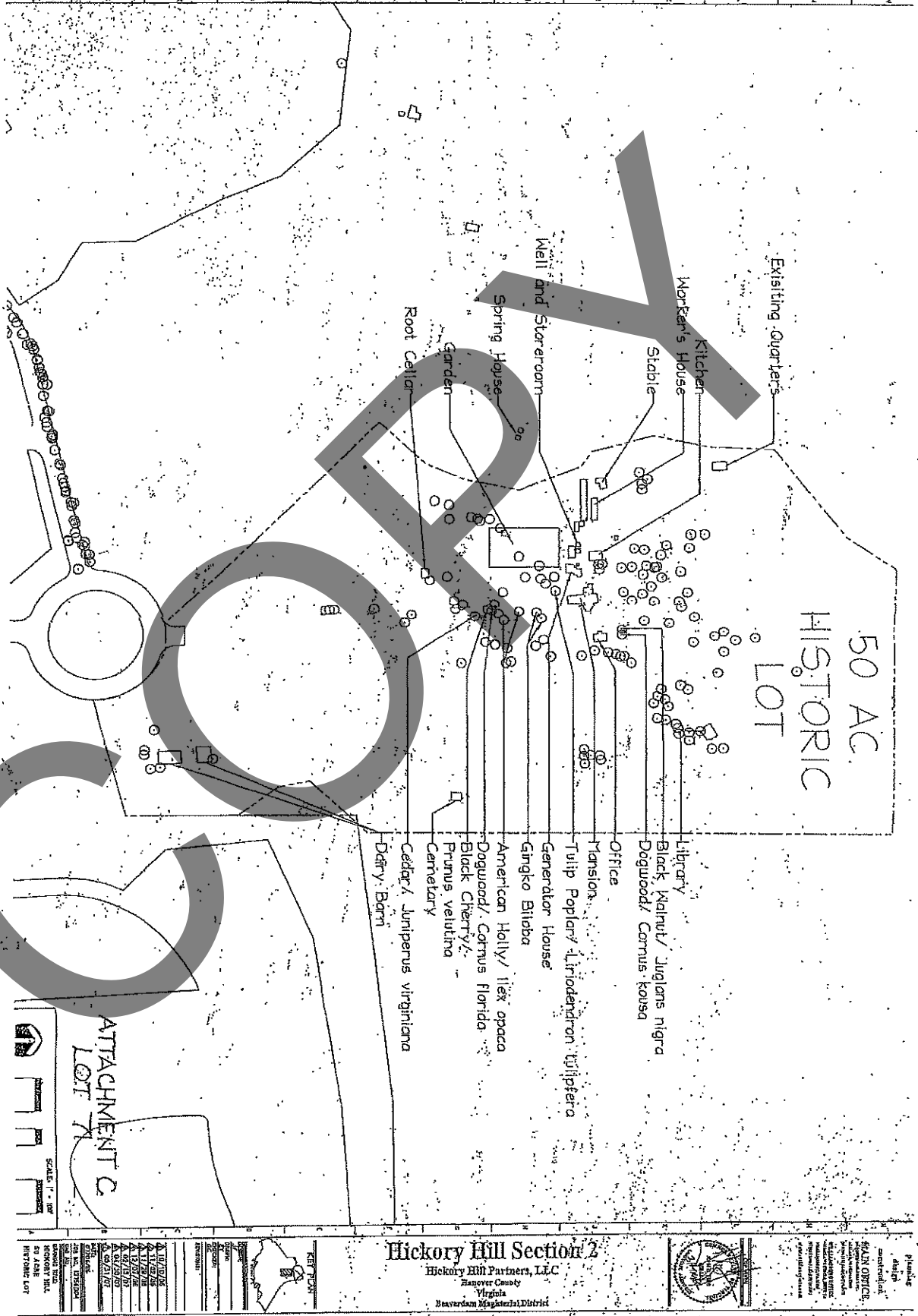
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Hanover Co VA
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 HANOVER CO CLERK'S OFFICE
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 SEC 58.1-802 GRANTOR'S
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 FRANK D. HARGROVE, JR, CLERK
 BY: RJACOBUS

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 Hanover Co VA
 12/03/2010 09:27:00 AM
 AMEND



Hickory Hill Section 2
 Hickory Hill Partners, LLC
 Hanover County
 Virginia
 Beaverdam Magisterial District



planning
 design
 construction
 engineering
 environmental
 historic preservation
 landscape architecture
 interior design
 project management
 real estate services
 urban planning
 transportation planning
 water resources planning
 wildlife management
 zoning administration
 public works
 fire department
 police department
 sheriff's office
 health department
 social services
 juvenile justice
 mental health
 substance abuse
 senior services
 economic development
 tourism
 arts and culture
 recreation
 parks and recreation
 public safety
 emergency management
 information technology
 telecommunications
 energy
 environmental protection
 natural resources
 agriculture
 forestry
 fisheries and wildlife
 geology
 land use planning
 transportation
 water resources
 waste management
 public works
 fire department
 police department
 sheriff's office
 health department
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