

This Document Prepared by
And When Recorded Return to:
Hirschler Fleischer
P. O. Box 500
Richmond, Virginia 23218-0500

Tax Parcel Nos. 21-104; 21-102

**AMENDMENT AND SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEW KENT VINEYARDS MASTER
PROPERTY OWNERS' ASSOCIATION, INC.**

THIS AMENDMENT AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEW KENT VINEYARDS MASTER PROPERTY OWNERS' ASSOCIATION, INC. (this "Supplemental Declaration") is made this 10th day of July, 2014, by NEW KENT FARMS LLC, a North Carolina limited liability company ("Declarant" and Grantor for indexing purposes) and WILLIAM E. DOWNS and DEBORAH H. DOWNS (collectively the "Downs").

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DER

RECITALS:

A. Declarant is the owner and developer of certain real property located in New Kent County, Virginia. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for New Kent Vineyards Master Property Owners' Association, Inc. dated October 15, 2007, and recorded February 28, 2008 in the Clerk's Office of the Circuit Court of New Kent County, Virginia ("Clerk's Office"), in Deed Book 520, page 629, as amended and supplemented from time to time (the "Declaration"), Declarant submitted certain real property (the "Property") to a common scheme of covenants, conditions and restrictions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Declaration. The Declarant Control Period has not expired.

B. Section 8.1 of the Declaration provides that the Declarant shall have the unilateral right, privilege, and option from time to time to submit the Additional Property to the Declaration.

C. The Downs are the owners of the "Island" and "Buffer Area" properties as described in the General Warranty Deed dated January 6, 2006, and recorded January 9, 2006 in the Clerk's Office in Deed Book 459, Page 670 (the "Downs Deed") and described in Exhibit D to the Declaration. The Island and Buffer Area Properties are a portion of the Additional Property and shall be referred to herein as the "Annexed Property". The Downs are also the current owners of that certain real property adjacent to the Annexed Property described on Exhibit A attached hereto (the "Downs Residence").

D. The Downs Residence was provided access to the Property pursuant to that certain Deed of Easement (Access) dated June 19, 2014, and recorded June 20, 2014 in the Clerk's Office in Deed Book 632, Page 1976 (the "Access Easement").

E. Pursuant the Downs Deed and that certain Irrigation Easement Agreement dated January 1, 2014, and recorded June 20, 2014 in the Clerk's Office in Deed Book 632, Page 1984 (the "Irrigation Agreement"), the parties desire that the Annexed Property be subjected to the provisions of the Declaration and the jurisdiction of the Association and Declarant desires to amend the Declaration as more particularly set forth below.

F. Pursuant to Section 19 of the Irrigation agreement Declarant desires to provide confirmation that the Downs Residence, currently owned by the Downs and all future owners of the Downs Residence, will not be subject to any past or future obligations to the Association.

AMENDMENT AND SUPPLEMENTAL DECLARATION

1. Annexation. Pursuant to the unilateral right reserved to Declarant in Section 8.1 of the Declaration, Declarant does hereby annex and subject all of the Annexed Property, being a portion of the Additional Property described in the Declaration, together with all those improvements located thereon, to all of the restrictions, terms and conditions set forth in the Declaration, so that henceforth the Annexed Property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the easements, restrictions, covenants and conditions of the Declaration, which shall run with the title to the Annexed Property and be binding on all parties having any right, title or interest in the Annexed Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. District. The Annexed Property shall be deemed a part of the Land Bay IA Residential District, together with any other property designated previously or hereafter as part of that District.

3. Definition of "Properties". The term "Properties" as defined in Article I of the Declaration shall include the Annexed Property.

4. Section 4.2. Pursuant to the Declarant's rights reserved in Section 13.2 of the Declaration, the following provisions apply to the Annexed Property:

a. Upon any portion of the Annexed Property being removed from the Farms of New Kent PUD Ordinance 0-09-05(R3) dated May 23, 2005 and recorded in the Clerk's Office in Deed Book 443, Page 199, as amended and supplemented from time to time (the "PUD"), such removed portion shall automatically, without any amendment to the Declaration and without the consent of the Association, Declarant or any other Person, be withdrawn from the Declaration and exempt from all obligations thereunder.

b. Subject to compliance with the Declaration, including the timely payment of Assessments, the Owners of Lots to be located on the Annexed Property shall be entitled to the use of all amenities available to Owners of Lots subject to the Declaration located within the Land Bay IA Residential District.

c. The Annexed Property shall be subject to Assessments and Section 10.12(a)(v) of the Declaration is hereby deleted in its entirety. The Lots to be located on the Annexed Property shall be assessed on par with other Lots subject to the Declaration located within the Land Bay IA District, provided such Lots to be located on the Annexed Property shall be assessed based per Lot and at no time be based on the acreage of the Lot.

d. Notwithstanding any provision in the Declaration to the contrary, the initial annual assessments for Lots to be located on the Annexed Property shall not begin until a road (the "Connection Road") is constructed connecting the Annexed Property to the remainder of the Property, provided further that the initial annual assessments for each unimproved Lot located on the Annexed Property shall not exceed Six Hundred and NO/100 Dollars (\$600.00) during the initial twelve (12) months following the recordation of this Supplemental Declaration. Unless otherwise mutually agreed in writing, Declarant and the Association shall have no obligation to construct or maintain the Connection Road. The Declarant acknowledges that the Access Easement does not constitute a Connection Road and until a Connection Road is built, the Downs or any future owner of the Annexed Property will not be subject to any past or future obligations of the Association.

5. Exclusion of Downs Residence from Obligations to Association. In accordance with Section 19 of the Irrigation Easement, the Downs Residence, currently owned by the Downs and all future owners, shall not be subject to any past or future obligations of the Association.

6. Ratification; Consent. Except as modified by this Supplemental Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect. The Downs, as the owner of the Annexed Property, join this Supplemental Declaration for the purpose of consenting hereto in accordance with Section 8.1 of the Declaration.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE
PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the undersigned has executed this Supplemental Declaration as of the date first written above.

DECLARANT:

NEW KENT FARMS LLC, a North Carolina limited liability company

By: Boddie-Noell Enterprises, Inc., a North Carolina corporation, its Manager

By: Douglas E. Anderson
Douglas E. Anderson
Executive Vice President

State of NC
~~COMMONWEALTH OF VIRGINIA~~
CITY/COUNTY OF Greene, to wit:

The foregoing instrument was acknowledged before me this 30 day of January, 2018, by Douglas E. Anderson, Executive Vice President of Boddie-Noell Enterprises, Inc., a North Carolina corporation, in its capacity as Manager of New Kent Farms LLC, a North Carolina limited liability company, on behalf of said company.

My commission expires: 2/11/2022
Notary registration number: 19962560028

DONNA H REYNOLDS
NOTARY PUBLIC
GREENE COUNTY, NC

Donna H Reynolds
Notary Public

BK 0674 PG 0060

DOWNS:

By: William E. Downs
WILLIAM E. DOWNS

By: Deborah H. Downs
DEBORAH H. DOWNS

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF New Kent, to wit:

The foregoing instrument was acknowledged before me this 10 day of
January, 2018, by William E. Downs.

My commission expires: 12-31-2018
Notary registration number: 351398

M. Splath Vanderwerff

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF New Kent, to wit:

The foregoing instrument was acknowledged before me this 10 day of
January, 2018, by Deborah H. Downs.

My commission expires: 12-31-2018
Notary registration number: 351398

M. Splath Vanderwerff



EXHIBIT A

DOWNS RESIDENCE

ALL that certain mill property known as Crump's Mill, situated in St. Peters Magisterial District, New Kent County, Virginia, together with all the improvements thereon, appurtenances and privileges attached and thereto belonging, consisting of a water grist mill with the rights and privileges thereto belonging and five (5) acres, more or less, of land which makes up what is called the mill tract and adjoining the lands of R. E. Richardson, the land formerly belonging to the estate of W. E. Clopton, et al., being more particularly described in a plat and survey thereof dated July 1909 made by W. P. Tunstall, surveyor, starting at large oak marked "A" line runs N. 79 ½ W. 6.80 chains to walnut; N. 48 ½ W. 6.60 chains to large white oak; S. 31 ½ W. 3.63 chains to side line white oak; S. 54 W. 2.58 chains to fore and aft red oaks; S. 55 W. 0.60 chains to fore and aft red oaks; S. 23 ½ W. 2.25 chains to pond (maple on road); thence along dam N. 77 E. 2.76 chains; N. 49 E. 1.87 chains; S. 79 E. 3.07 chains; S. 4 ½ E. 2.38 chains; S. 23 E. 1.07 chains; S. 82 ½ E. 1.00 chains to gum on road; thence N. 69 ½ to starting point; said plat recorded in Plat Book 1, page 116.

BEING a portion of the same real estate conveyed to William E. Downs and Deborah Hayes Downs, as tenants by the entireties with the right of survivorship as at common law, by deed from H. Brice Graves, dated July 18, 1997, recorded July 18, 1997, in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Deed Book 246, page 534.

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INSTRUMENT 180000371
RECORDED IN THE CLERK'S OFFICE OF
NEW KENT COUNTY CIRCUIT COURT ON
February 5, 2018 AT 01:33 PM
AMY P. CRUMP, CLERK
RECORDED BY: KSM