

**FIRST AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS & RESTRICTIONS FOR THE SUBDIVISION OF
COLONY PARK PHASE I & COLONY PARK PHASE II**

THIS RESTATED DECLARATION is made this 4 day of MAY, 2015, by and between NEW PEOPLES BANK, INC., a Virginia banking corporation, herein referred to as "NPB" and a Grantor and Grantee for indexing purposes, and BIG CEDAR MANAGEMENT, LLC, a Virginia Limited Liability Company, hereinafter referred to as "Big Cedar" and a Grantor and Grantee for indexing purposes, and Anastasia JACKSON, hereinafter referred to as "Jackson" and a Grantor and Grantee for indexing purposes, Kirby JUSTUS and Tara JUSTUS, herein collectively referred to as "Justus" and a Grantor and Grantee for indexing purposes, and Clint A. LAWSON, and Deidra Nicole Bostic LAWSON, herein collectively referred to as "Lawson" and a Grantor and Grantee for indexing purposes, and Glenda SYKES, herein referred to as "Sykes" and a Grantor and Grantee for indexing purposes, and Raymond T. SHORT, herein referred to as "Short" and a Grantor and Grantee for indexing purposes, and HOMESTEAD PARTNERS, LLC, a Virginia Limited Liability Company, hereinafter referred to as the "Developer" and a Grantor and Grantee for indexing purposes, and SYKES INVESTMENTS, LLC, a Virginia limited liability company, hereinafter referred to as the "Investments" and a Grantor and Grantee for indexing purposes, and Darin P. RUSSELL and Kelli L. RUSSELL, hereinafter collectively referred to as "Russell" and a Grantor and Grantee for indexing purposes, and Larry P. HAAS and Betty Ann HAAS, hereinafter collectively referred to as "Haas" and a Grantor and Grantee for indexing purposes, and Terry RINER and Ashley MASON, hereinafter collectively referred to as "Riner" and a Grantor and Grantee for indexing purposes, and Brandi C. SPENCER, formerly known as Brandi E. SANDERS, hereinafter referred to as "Sanders" and a Grantor and Grantee for indexing purposes.

WITNESSETH:

WHEREAS, the NPB, Big Cedar, Jackson, Justus, Lawson, Sykes, Short, Investments, Russell, Haas, Riner and Sanders are the sole, current owners of all those certain lots or parcels of real estate, together with all improvements thereon and appurtenances thereunto belonging, situate and being in the Town of Lebanon, Lebanon Magisterial District of Russell County, Virginia, which property is designated as:

- (i) Lot Nos. 1 through 8, inclusive, on that certain plat entitled in part, "**COLONY PARK, PHASE ONE**," which plat by David S. Breeding, L. S. is dated April 11, 2006 and is of record in the Office of the Clerk, Circuit Court of Russell County, Virginia in Plat Cabinet 1, at Slide 345B, reference to which is hereby made and all of which is hereafter referred to as the "Colony Park One"; and,
- (ii) Lot Nos. 9 through 41, inclusive, on that certain plat entitled in part, "**COLONY PARK, PHASE II**," which plat by David S. Breeding, L. S. is dated July 29, 2007 and is of record in the aforesaid Clerk's Office in Plat Cabinet 1, at Slide 351E, reference to

which is hereby made and all of which is hereafter referred to as the "Colony Park Two"; and,

WHEREAS, Colony Park One has been developed as a residential development for townhouses and duplexes pursuant to a Declaration dated January 31, 2008 and of record in the aforesaid Clerk's Office in Deed Book 685, Page 401 ("Original Declaration One"); and,

WHEREAS, Colony Park Two has been developed as a residential development for single-family residences and duplexes pursuant to a Declaration dated March 27, 2008 and of record in the aforesaid Clerk's Office in Deed Book 688, Page 192 ("Original Declaration Two"); and,

WHEREAS, the parties desire by this instrument to amend and restate in full the Original Declaration One and Original Declaration Two that set forth the plan for the individual ownership of the townhouse and duplex units in Colony Park One, the single-family residential lots in Colony Park Two, and the easements, restrictions, covenants and conditions for the use and occupancy of both Colony Park One and Colony Park Two (collectively, the "Colony Park Complex") such that upon recordation of this instrument, the Original Declaration One and the Original Declaration Two, and all exhibits thereto or instruments associated therewith, shall be deemed to be fully replaced by this instrument.

NOW THEREFORE, for and in consideration of the premises herein, the parties hereby declare that this First Amended Declaration shall amend and restate in full all matters set forth in the Original Declaration of the Colony Park Complex, and declare that all real estate located within the Colony Park Complex shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the real property herein described and be binding on all parties, their heirs, successors and assigns, having any right, title or interest therein, and shall inure to the benefit of each owner of a lot in the Colony Park Complex.

PROPERTY

1. Property Subject to Declaration. The real property which is subject to this Declaration is all those certain lots or parcels of real estate, together with all improvements thereon and appurtenances thereunto belonging, situate and being in the Town of Lebanon, Russell County, Virginia, as designated on the plats for Colony Park One and Colony Park Two, which real estate is a portion of the property conveyed to the Developer by Deed dated March 5, 2007 and recorded in the aforesaid Clerk's Office as Deed Book 679, at Page 858, reference to which is hereby made for a more particular description of the source of the real property hereby conveyed.
2. Descriptions. Each "Lot" identified on a Colony Park Complex plat may be identified in Deeds, mortgages, and any other instruments or agreements requiring identification, by the following, or such other designation as may rightfully describe the real property therein:

- A. Lot No. ____ of Colony Park, Phase One subdivision, as shown on that certain plat entitled in part, "**COLONY PARK, PHASE ONE**," which plat by David S. Breeding, L. S. is dated April 11, 2006 and is of record in the Office of the Clerk, Circuit Court of Russell County, Virginia in Plat Cabinet 1, at Slide 345B or,
- B. Lot No. ____ of Colony Park, Phase II subdivision as shown on that certain plat entitled in part, "**COLONY PARK, PHASE II**," which plat by David S. Breeding, L. S. is dated July 29, 2007 and is of record in the aforesaid Clerk's Office in Plat Cabinet 1, at Slide 351E, reference to which is hereby made for a more particular description of the real property hereby conveyed.

EASEMENTS

3. General Easements. There is hereby excepted and reserved from each Lot within the Colony Park Complex:
- A. Any and all presently existing utility easements and rights of ingress and egress related thereto, included those shown on the Plats for the Colony Park Complex.
- B. A twenty feet (20') in width easement that is centered on all interior lot lines and contiguous to all exterior boundary lines for drainage and for reasonable ingress, egress, installation, replacement, repairs and maintenance relating to all utilities, including, but not limited to, water, gas, sewer, telephone, cable television, communication and electricity services. This reservation shall have the effect of granting to the appropriate utility provider the right to erect, maintain, repair and replace utility lines within such easement areas within the Colony Park Complex, including the exterior walls of each townhouse unit within Colony Park One.
- C. All utility service lines that service the Colony Park Complex are to be installed from underground service connections.
4. Easement for First Emergency Personnel. All policemen, firemen, life saving crews, and similar emergency personnel and first responders are hereby granted an easement and right to have access to each Lot within the Colony Park Complex in the proper performance of their respective emergency duties.

USE RESTRICTIONS

5. Single-Family, Residential Use. Except as hereafter set forth, all real estate in the Colony Park Complex shall be exclusively used for residential purposes. Lots within Colony Park One may contain single-family units, duplexes or townhouse, each unit of which shall be designed for occupancy by one family. Townhouses are prohibited on Lots within Colony Park Two. No person or entity may conduct any business activities of any kind within the Colony Park Complex or upon any Lot therein, except that nothing herein shall prevent the owner of any Lot from maintaining a personal office within his or her

residence provided that such office is not used as a place where clients, customers, employees or other business guests of the owner regularly come for business purposes.

6. Mobile or Temporary Structures. No (i) mobile homes, (ii) double-wide house trailers, (iii) modular homes, or (iv) pre-fabricated, mobile or shell type structures in which a contractor or distributor completes only the exterior of the structure with the owner completing the balance, shall be constructed, erected, placed or permitted within the Colony Park Complex, nor shall any owner or invitee use a house trailer, motor camper, stand along basement, tent, garage, barn or other temporary structure as a residence at any time.
7. Exterior Structures.
 - A. Any detached garage, outside storage building, gazebo or water fountains on any Lot within the Colony Park Complex except on Lot No. 37 of Colony Park Two shall be approved by the Pool Association's Board of Directors or its Architectural Control Committee in accordance with the provisions of Paragraph 27 ____.
 - B. No outside toilets, sports (tennis, basketball, etc.) courts, or swimming pool is permitted within the Colony Park Complex except on Lot No. 37 of Colony Park Two. No outside clotheslines, lawn decorations or statutes shall be erected or placed on any Lot, nor shall clothes, towels or other objects be draped across balconies, decks or porches.
8. Vehicle Parking. No oversized vehicle, unregistered vehicle, inoperative vehicle, travel home, camper or boat shall be continually or habitually parked within the Colony Park Complex.
9. Offensive Activities. No noxious or offensive activity shall be conducted within the Colony Park Complex, including making loud noises that violate applicable ordinances of the Town of Lebanon. In particular, no noise shall emanate beyond lot or townhouse unit boundaries between the hours of 10:00 p.m. and 9:00 a.m. except as is necessary to enter and leave the property.
10. Animals. No grazing animals, livestock, bees, snakes, goats, sheep, pigs or poultry of any kind shall be raised, bred or kept within the Colony Park Complex, no animals of any kind, including dogs and cats, shall be kept, bred or maintained for any commercial purposes, and no hog pens, stables, enclosed dog lots, dog or chicken houses are allowed. Pets shall be kept on each owner's Lot and shall not be allowed to roam free. Pet owners must comply with all applicable leash laws promulgated by the Town of Lebanon, Russell County, or the Commonwealth of Virginia.
11. Mail. Each Owner shall provide and install mail and newspaper boxes that conform in general appearance to all others within the Colony Park Complex.

12. Signs. Except for the Colony Park Complex sign, only signs erected by a Lot owner or their real estate agent advertising the residence for sale are permitted, and no such signs shall exceed ten (10) square feet in size.
13. Trash. Trash, garbage or other waste shall be kept in sanitary containers within garages or areas screened from street view except during collection periods. No party shall allow litter or other debris to accumulate on or spread from their Lot, and no Lot shall be used for the dumping of any kind of waste material, including building materials.
14. Lawns. All lawns shall be neatly maintained before, during and after construction of any dwelling thereon.
15. Fencing. All fencing, whether man made or live plantings, both as to kind, construction and location, must be approved by the Pool Association's Board of Directors or its Architectural Control Committee prior to its installation, construction or replacement, and in no event will the Pool Association's Board of Directors or its Architectural Control Committee approve any fence of a "chain link" or "wire" construction. No Lot Owner may construct a fence closer to the street on which it faces that is closer to such street than the rear wall of the residence located thereon without the prior written consent of the Pool Association's Board of Directors or its Architectural Control Committee. Any fence on a vacant Lot shall not be constructed closer to the street on which it is located than the rear wall of the residences on either side of it.
16. Further Subdivision, Revision and Reclassification.
 - A. No owner shall further subdivide any lot without the prior written consent of the Town of Lebanon.
 - B. The owner of two adjoining lots in Colony Park Two may combine such lots into a single lot upon approval of the Town of Lebanon, and upon such approval the owner shall be deemed to have one vote and one assessment obligation to the Association.
 - C. The owner of any lot that was originally designated for multi-family dwellings in Colony Park One may elect to instead construct single-family dwellings or one or more duplex units thereon provided that the dwelling meets all applicable zoning and setback regulations of the Town of Lebanon.
17. General Prohibitions. No Lot owner, guest, tenant or invitee thereof shall:
 - A. Leave or store any personal belongings outside the boundaries of their respective Lot. A reasonable amount of appropriate outdoor furniture may be maintained on balconies, decks, and porches.

- B. Store any materials of any kind or description that are combustible, hazardous, or would otherwise increase the risk of fire or environmental contamination within the Colony Park Complex except in accordance with applicable Fire Codes.
 - C. Convert the garage into any type of living space or use other than as a garage for standard passenger vehicles without the consent of the Pool Association's Board of Directors or its Architectural Control Committee.
 - D. Within Colony Park One, install any curtains, draperies, blinds or shades that are not white, or backed with a white lining, so as to give a uniform appearance to the exterior of every townhouse within Colony Park One.
18. Leasing. Any residence within the Colony Park Complex may be leased by the owner thereof provided that the occupant thereof complies with all provisions of this Declaration, and the residence is used solely by the lessee and their immediate family. No less than all of a single-family, townhouse or duplex unit located on a Lot, may be rented, and no transient tenants shall be accommodated.

COLONY PARK ONE PROVISIONS

19. No Association. Notwithstanding anything heretofore of record, this Declaration and the provisions set forth herein, shall be the sole instrument governing the ownership and use of Lots within Colony Park One. All prior references to "Colony Park Townhouses and Duplexes Homeowners Association", and all right and obligations associated therewith, specifically including those described in an instrument of record in the aforesaid Clerk's Office in Deed Book 685, Page 418, shall be deemed null and void in all respects.
20. Variances and Interpretation.
- A. Variance Between Plat and Actual Location. The dimensions, area, and location of each townhouse or duplex unit within Colony Park One is as shown graphically on the Plat for Colony Park One, provided, however, that the existing physical boundaries of any townhouse or duplex unit or common element constructed or reconstructed in substantial conformity to the Plat for Colony Park One shall be conclusively presumed to be its boundaries, regardless of minor variations between the physical boundaries as described herein or shown on the Plat for Colony Park One and the existing physical boundaries of any such townhouse unit or common element.
 - B. Interpretation. In interpreting deeds, declarations, and plans, the existing physical boundaries of a townhouse or duplex unit constructed or reconstructed in substantial accordance with the original plans for the same shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in a deed, the Plat for Colony Park One, or this Declaration, regardless of settling or lateral movement of the building, and

regardless of minor variances between boundaries shown on the Plat for Colony Park One or in the deed of those buildings.

21. Encroachment Easement. If any portion of any townhouse or duplex unit within the Colony Park One encroaches upon any other townhouse or duplex unit, either as a result of improvements constructed on a Lot in deviation from the plat for Colony Park One or as a result of subsidence or earth shifting, an easement shall automatically arise for the encroachment and for the maintenance of the same and shall last so long as the pertinent improvements stand. If any building or improvement within Colony Park One, including any townhouse or duplex unit therein, shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments on portions of other Lots, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building or improvements shall stand.

22. Party Walls.

A. Party Wall Established. Each wall that is built as a part of the original construction of a townhouse or duplex units upon each Lot in Colony Park and placed on the dividing line between said Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Maintenance of Party Wall. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

C. Destruction of Party Wall. If a party wall is destroyed or damaged by fire or other casualty, any Lot owner who has used the wall may restore it, and if other owner(s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any such owner to call for a larger contribution from the others using the same under any rule of law imposing liability for negligent or willful acts or omissions. Notwithstanding any other provisions of this Declaration, any Lot owner who, by his negligent or willful act or omission, causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

23. Exterior Modifications.

A. Generally.

- 1) The design, materials and construction of any dwelling within Colony Park One shall be of such nature as to enhance and be compatible with the other dwellings within Colony Park One.

2) Except as set forth in this Paragraph 23, no Lot owner within Colony Park One may change, modify or alter in any manner the composition, design, color or appearance of any exterior surface of any townhouse or duplex unit, including, but not limited to, any stairway, porch, deck, fence, steps, gate, divider, roof or the like.

B. Approved Changes. Notwithstanding the foregoing, the owners of at least five Lots in Colony Park One may approve changes in the composition, design, color or appearance of the exterior surface of any townhouse or duplex unit.

24. Owner Maintenance.

A. Each owner of any Lot in Colony Park One shall be responsible for all repairs, maintenance, and/or restoration necessary to be done to an owner's Lot, whether interior or exterior, including, but not limited to, glass replacement, the heating and cooling systems for such Lot, all bathroom and kitchen fixtures and major appliances, light fixtures, interior walls, floor coverings, window treatments, general maintenance of lawns, plants, trees, and shrubs. The interior of any dwelling not visible to an exterior inspection may be maintained and decorated to the requirements and taste of the owner thereof, as long as any interior changes made by the owner, or failure of maintenance, does not cause a structural weakening of the owner's townhouse or duplex unit or the common walls so as to create problems for any adjoining townhouse or duplex unit.

B. The owner of each Lot in Colony Park One shall further be liable for 1/8th of the cost of maintaining the common areas as shown on the plat, as agreed to by the owners of a majority of such Lots, and maintaining the streets in the development until the same is accepted into the Virginia Secondary Highway System or by the Town of Lebanon.

C. If any Lot owner shall (i) fail to maintain the improvements on their Lot and such failure results in damage to any adjoining dwelling, or (ii) cause damages to any adjoining residence through their negligent or willful act or omission, then the owner that fails to maintain their improvements shall be further liable for all costs and expenses necessary to repair the damaged adjoining dwelling, plus fifteen percent (15%), and all costs and expenses, including reasonable attorney fees that a party may incur to enforce its rights hereunder.

25. Insurance. The owner of each Lot in Colony Park One shall maintain at its expense and for the benefit of such owner and their mortgagees, as their interest may appear, the following insurance coverages with an insurance company that is licensed to transact business in the Commonwealth of Virginia having at least an A. M. Best rating as an "A" rated carrier:

- A. A Policy or Policies of insurance (premiums paid for at least one year in advance or escrowed by the owner's mortgagee) covering physical damages to the full insurable value of all improvements on the owner's Lot against all perils insured against under the term commonly used in the insurance industry as an "all risk policy" or all risk coverage".
 - B. A Policy of public liability insurance, with reasonable limits, protecting the owner from liability in connection with the ownership, use and control of the owner's Lot.
 - C. Such other insurance coverages as each Lot owner may desire to insure its title, personal property, and excess liabilities.
26. Casualty Loss. If any improvements on any Lot in Colony Park One are damaged by fire or other casualty for which insurance is payable, the owner of such Lot or any mortgagee to whom such insurance proceeds are payable, shall have an affirmative obligation upon vote of the owners of a majority of the units that share a common roof with the damaged unit, enforceable by any such voting owner, at law or in equity, to use the proceeds for the restoration, repair and/or replacement of the damaged improvements unless all of the owners of every townhouse unit that is in the same building as the damaged unit, and their mortgagees, agree otherwise. If the proceeds of any such insurance are inadequate to fully provide for the restoration, repair and/or replacement of any damaged improvements, the owner of such damaged improvements shall have an affirmative duty to the owners of every townhouse unit that is in the same building as the damaged unit to promptly come forward with sufficient money with which to pay for any necessary work or such repair, restoration, and/or replacement of the owner's damaged improvements.

COLONY PARK TWO ARCHITECTURAL CONTROL

27. Generally. The design, materials and construction of any residence within Colony Park Two shall be of such nature as to enhance and be compatible with the subdivision. No residence erected on said parcel shall have exposed above grade upon the exterior walls and foundations thereof any concrete, concrete blocks or cinder blocks, either plain or stucco. Lot Owners shall submit three (3) sets of building plans to the Pool Association's Board of Directors or its Architectural Control Committee. The Pool Association's Board of Directors or its Architectural Control Committee shall have fourteen (14) days to review and either approve or disapprove, in whole or in part, the building plans. If approved, two (2) signed copy will be returned to the Owner, one of which will be used to secure the building permit. The plans shall show:
- A. The size and location of all improvements on the Lot;
 - B. The main floor elevation relative to the street;
 - C. The roof pitch(es) and roofing material;

D. The type and color of exterior building material, including windows and siding;

The Pool Association's Board of Directors or its Architectural Control Committee may, in its discretion, reject any plans (i) due to their non-compliance with the provisions of this Declaration, or (ii) in order to insure harmony of external design and location in relation to surrounding structures.

28. Drive and Walkways. All residences located in Colony Park Two shall, when same are constructed, have a paved driveway leading from the streets in front of said residences to the front, sides or back of the residence or garage, and no residence shall be erected without having a suitable walkway constructed for ingress and egress to the front door thereof, unless said front door opens on a porch or terrace which extends to the line of the driveway leading to said residence.
29. Minimum Residence Size. No residence built on a Lot in Colony Park Two shall contain less than 1,250 square feet of heated space, exclusive of any garage, carport or basement.

COLONY PARK CLUBHOUSE AND POOL

30. Membership. Each owner of a Lot in the Colony Park Complex, by acceptance of a Deed to real estate in the Colony Park Complex and whether or not it shall be expressed in the Deed, shall be a member of Colony Park Clubhouse and Pool, Inc., a Virginia non-stock corporation (herein "Pool Association"). As a member of the Pool Association, each Lot owner is subject to the current Bylaws of the Pool Association, including an obligation to pay assessments to the Pool Association as needed to operate and maintain the clubhouse and pool facilities located on Lot No. 37 of Colony Park Two as specifically required by the Bylaws of the Association. A Lot owner's membership shall automatically terminate upon the owner being divested of title to the Lot, regardless of the means by which such ownership may be divested, but any liability that the owner incurs while a member shall continue until the same is satisfied.
31. Initial Sale Payment. The owner of any vacant Lot in the Colony Park Complex agrees to pay to the Pool Association the sum of \$2,000.00 upon a Certificate of Occupancy being issued for a dwelling located on such Lot, which funds will be used for the Pool Association's general purposes.

GENERAL PROVISIONS

32. Amendment of Declaration. Any amendment to this Declaration must be approved by the owners of at least five Lots in Colony Park One, and the owners of at least fifteen Lots in Colony Park Two.
33. Enforcement of Declaration. If any present or future owner(s) of any Lot in the Colony Park Complex shall violate or attempt to violate any of the provisions, covenants, reservations or restrictions herein, any Lot owner may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of the said

provisions, and either prevent such persons from so doing, or recover damages for such violations. In any such action, the prevailing party in such action shall be entitled to recover from the other party their reasonable attorney fees.

- 34. Severability. Invalidation of any one of these covenants by a Court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect and binding upon all Lot owners in the Colony Park Complex.
- 35. Non-Waiver. Failure by any party to enforce any or all rights and remedies granted to them under this Declaration shall in no event be a waiver of the right to do so thereafter.
- 36. Remedies Cumulative. All rights and remedies set forth herein are cumulative and are intended to be enforceable to the fullest extent possible.
- 37. Headings. The paragraph headings in this Declaration are for ease of reference only and shall not be considered in construing any provision herein.

WITNESS the following signatures and seals:

NEW PEOPLES BANK, INC.

By: C. Ray Bowling
C. Ray Bowling, Vice President

Commonwealth of Virginia;
County of Russell:

C. Ray Bowling, who is a Vice President of New Peoples Bank, Inc. and whose identity is known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the ~~14th~~ ^{4th} day of May, 2015, for and on behalf of said Virginia banking corporation.

My Commission Expires:

4-30-18

Linda Gail Stilmer
NOTARY PUBLIC

Remainder of Page Intentionally Blank

Additional Signatures Follow

BIG CEDAR MANAGEMENT, LLC

By: James Taylor
James Taylor, Member

Commonwealth of Virginia;
County of Russell:

James Taylor, who is a Member of Big Cedar Management, LLC and whose identity is known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the 14th day of May, 2015, for and on behalf of said Virginia limited liability company.

My Commission Expires:

January 31, 2017

Sharon H. Hagy
NOTARY PUBLIC

Remainder of Page Intentionally Blank

Additional Signatures Follow

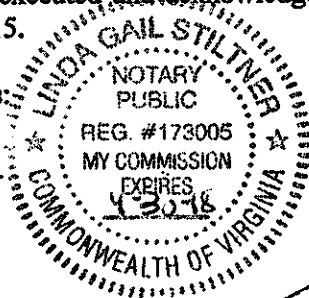


Anastasia Jackson (SEAL)
ANASTASIA JACKSON

Commonwealth of Virginia;
County of Russell:

Anastasia Jackson, whose identity is known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the 4th day of May, 2015.

My Commission Expires:
4-30-18



Linda Gail Stiltner
NOTARY PUBLIC

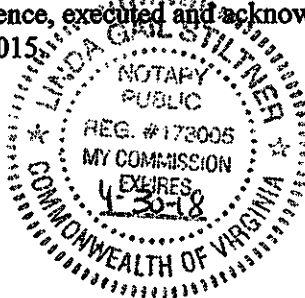
Kirby Justus (SEAL)
KIRBY JUSTUS

Tara Justus (SEAL)
TARA JUSTUS

Commonwealth of Virginia;
County of Russell:

Kirby Justus and Tara Justus, whose identities are known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the 4th day of May, 2015.

My Commission Expires:
4-30-18



Linda Gail Stiltner
NOTARY PUBLIC

Remainder of Page Intentionally Blank

Additional Signatures Follow

Glenda C. Sykes

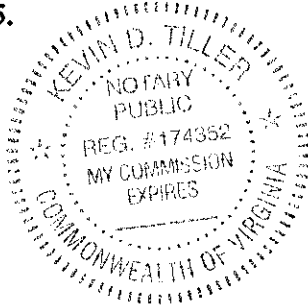
(SEAL)
GLENDA SYKES

Commonwealth of Virginia;
County of Russell :

Glenda Sykes, whose identity is known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the 13th day of May, 2015.

My Commission Expires:

8/31/2015



Kevin D. Tillier

NOTARY PUBLIC

Clint A. Lawson

(SEAL)
CLINT A. LAWSON

Deidra Nicole Bostic Lawson

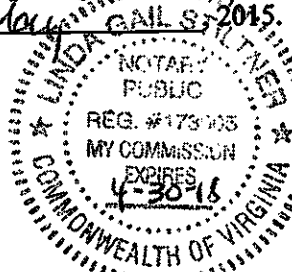
(SEAL)
DEIDRA NICOLE BOSTIC LAWSON

Commonwealth of Virginia;
County of Russell :

Clint A. Lawson, Deidra Nicole Bostic Lawson, whose identities are known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the 4th day of May, 2015.

My Commission Expires:

4-30-18



Linda Gail Stetson

NOTARY PUBLIC

Remainder of Page Intentionally Blank

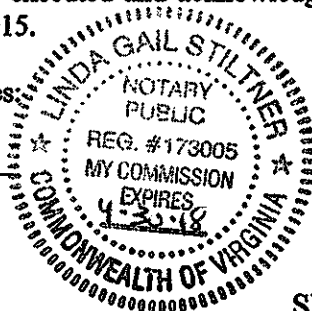
Additional Signatures Follow

Raymond T. Short (SEAL)
RAYMOND T. SHORT

Commonwealth of Virginia;
County of Russell :

Raymond T. Short, whose identity is known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the 4th day of May, 2015.

My Commission Expires:
4-30-18



Linda Gail Stiltner
NOTARY PUBLIC

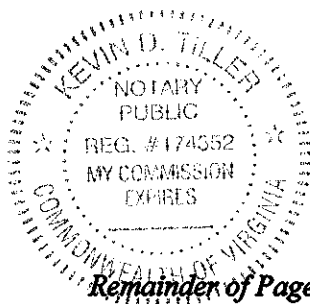
SYKES INVESTMENTS, LLC

By: Glenda C. Sykes
Printed Name & Title: Executive Officer

Commonwealth of Virginia;
County of Russell :

Glenda C. Sykes, who is the Managing Member of Sykes Investments, LLC and whose identity is known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the 13th day of May, 2015, for and on behalf of said Virginia limited liability company.

My Commission Expires:
8/31/2015



Kevin D. Tiller
NOTARY PUBLIC

Remainder of Page Intentionally Blank

Additional Signatures Follow

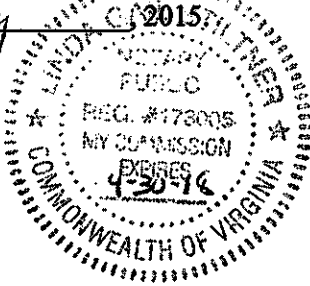
D. Russell (SEAL)
DARIN P. RUSSELL

K. L. Russell (SEAL)
KELLI L. RUSSELL

Commonwealth of Virginia;
County of Russell :

Darin P. Russell and Kelli L. Russell, whose identities are known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the 4th day of May

My Commission Expires:
4-30-18



Linda Gail Stiltna
NOTARY PUBLIC

Larry P. Haas (SEAL)
LARRY P. HAAS

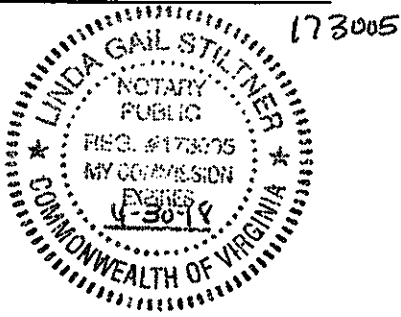
Betty Ann Haas (SEAL)
BETTY ANN HAAS

Commonwealth of Virginia;
County of Russell :

Larry P. Haas and Betty Ann Haas, whose identities are known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the 5th day of May, 2015.

My Commission Expires:
4-30-18

Linda Gail Stiltna
NOTARY PUBLIC



Remainder of Page Intentionally Blank

Additional Signatures Follow

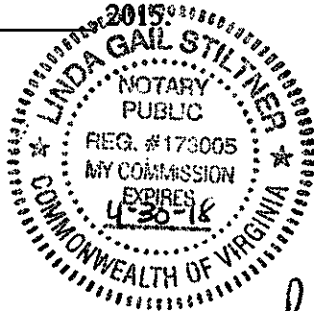
[Signature] (SEAL)
TERRY RINER

[Signature] (SEAL)
ASHLEY RINER

Commonwealth of Virginia;
County of Russell:

Mason
Terry Riner and Ashley Riner, whose identities are known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the 4th day of May

My Commission Expires:
4-30-18



[Signature]
NOTARY PUBLIC

[Signature] (SEAL)
BRANDI E. SPENCER

Commonwealth of Virginia;
County of Russell:

C
Brandi E. Spencer, whose identity is known to me personally or has been proven by acceptable photographic evidence, executed and acknowledged the foregoing before me on this the 4th day of May, 2015.

My Commission Expires:
4-30-18



[Signature]
NOTARY PUBLIC

1500866

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT OF RUSSELL COUNTY, 5-14, 2015. This deed was this day presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 10:53 o'clock A. M. after payment of \$ _____ tax imposed by Sec. 58.1-802.

Original returned this date to: New Peoples Bank

TESTE: ANN S. McREYNOLDS, CLERK
BY: [Signature] D. CLERK

