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Prepared by and return to:
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World Trade Center
Norfolk, Virginia 23510

BK 0674 PG 1474

Tax Parcel Number:
Attached

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRICKSHIRE**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRICKSHIRE ("Amendment") is made as of this 28 day of February, 2018, by BRICKSHIRE COMMUNITY ASSOCIATION, INC., a Virginia nonstock corporation ("Association" or "Grantor").

WITNESSETH:

WHEREAS, Bluegreen Properties of Virginia, Inc., a Delaware corporation (the "Declarant") submitted and caused the Declaration of Covenants, Conditions and Restrictions for Brickshire to be recorded in the Clerk's Office of the Circuit Court of the New Kent County in Deed Book 294 at Page 523, submitting certain real estate described in the Declaration to the covenants, charges, restrictions, easements and liens contained therein, as amended and supplemented ("Declaration");

WHEREAS, Section 15.2(b) of the Declaration provides that except as otherwise specifically provided in the Declaration, the Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates representing sixty-seven percent (67%) of the total Class "A" votes in the Association, including sixty-seven percent (67%) of the Class "A" votes held by Members other than the Declarant;

WHEREAS, Section 15.3(c) of the Declaration provides that any amendment to the Declaration shall become effective upon (i) execution of the amendment, or ratification thereof, by the requisite number of Voting Delegates and (ii) recordation of a copy of the amendment with the Clerk of the Circuit Court of New Kent County, Virginia, with a certification signed by the principal officer of the Association or by such other officer(s) as designated by the Board specifying that the requisite number of Voting Delegates have signed the amendment or ratifications thereof, unless a later effective date is specified in the amendment;

WHEREAS, as provided herein, the Association wishes to amend the Declaration; and,

WHEREAS, the Association has complied with Section 15.2 of the Declaration.

NOW, THEREFORE, in consideration of the foregoing and in accordance with Section 15.2 of the Declaration, the Declaration is amended as follows:

1. The following sentence is added to the end of Section 1.4 of the Declaration:

The Area of Common Responsibility shall also include any Private Amenity owned and operated, managed or controlled by the Association, whether or not subjected to the Declaration.

2. The first sentence of Section 1.33 of the Declaration is deleted in its entirety and the following sentence is inserted in its place:

"Private Amenity": Certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties which are owned and operated, in whole or in part, by one or more Persons for recreational or other purposes.

3. Sections 5.1(a)(v) and (vi) of the Declaration are deleted in their entirety and the following provisions are inserted as Sections 5.1(a)(v-vii) of the Declaration:

(v) such additional portions of any property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Cost Sharing Agreement, or any contract or agreement for maintenance, management or operation thereof entered into by the Association;

(vi) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association; and,

(vii) any Private Amenity now, or in the future, owned, acquired or purchased by the Association, including the authority to operate, manage or control such Private Amenity at standards established by the Board of Directors, and the Board of Directors may permit use of all or any part of such Private Amenity by persons other than Owners, their families, lessees and guests upon payment of reasonable use fees, if any, established by the Board

4. The following provisions are added as a new Section 5.6 of the Declaration:

5.6 Purchase and Operation of Golf Course by Association. Notwithstanding anything contained in the Governing Documents to the contrary, the Association, upon approval only by the Board of Directors, may purchase all or any part of any Private Amenity designed, used, operated, or intended to be part of a golf course ("Golf Course Amenity") with funds deposited in capital or expense accounts. If the funds in such accounts are insufficient, or if otherwise determined by the Board of Directors to be necessary or in the best interest of the Association, the Board of Directors may fund the purchase of all or any part of any Golf Course Amenity by levying an assessment against each Owner and Unit

as a Common Expense, financing the acquisition of such Golf Course Amenity by borrowing, or any combination thereof. The Board of Directors may finance the purchase of all or any part of any Golf Course Amenity by securing, by an encumbrance or hypothecation of any portion of the Golf Course Amenity, the Common Area, or other assets of the Association, including the assignment and pledge of all revenues to be received by the Association, including, but not limited to, General Assessments, Neighborhood Assessments and Special Assessments in order to secure the repayment of any sums borrowed by the Association from time to time notwithstanding any other provision of the Governing Documents to the contrary, including specifically Section 3.23 of the By-Laws.

5. Section 7.2 of the Declaration is renamed "Annexation by Association" and the following is hereby added to the end of Section 7.2 of the Declaration:

Notwithstanding the foregoing, the Board of Directors may unilaterally, and without approval of the Association Members, Owners or Voting Delegates, annex any real property owned by the Association which constitutes all or a part of a Golf Course Amenity to the provisions of the Declarations. The Supplemental Declaration filed to effect such annexation shall specify whether all or any part of the Golf Course Amenity shall retain its status as a Private Amenity, or if all or any part of such Golf Course Amenity shall become Common Area. In the absence of such a specification, the Golf Course Amenity shall become Common Area.

6. The following provision is added as a new subsection to Section 8.7 of the Declaration:

(d) to cover reasonable admission or other use fees for the use of any facility situated upon the Common Area or any Golf Course Amenity owned, operated, managed or controlled by the Association, together with the right to impose reasonable requirements, as the Board may determine.

7. The following provisions are added as a new Section 8.13 of the Declaration:

8.13 Amenity Fee. For so long as any Golf Course Amenity is owned, operated, managed or controlled by the Association, and upon transfer of ownership of any Unit, through sale, foreclosure, or other means, the purchaser of the Unit shall be responsible for payment of a contribution to reserves ("Amenity Fee") in an amount equal to two times the applicable Unit assessment at the time of sale, foreclosure or transfer. The Amenity Fee shall be due and payable to the Association at the time of the settlement on the Unit and shall be used for the maintenance, repair, replacement, renovation, restoration, management and operation of the Golf Course Amenity or other recreational facility. Failure to pay the Amenity Fee shall be enforced in the same manner as failure to pay assessments, and shall constitute a continuing lien upon the Unit until paid in full. This amount shall be in addition to, not in lieu of, any other

assessment and shall not be considered an advance payment of any such assessment. This amount shall be collected and disbursed to the Association at closing of the purchase and may be waived by the Board of Directors if no Golf Course Amenity is owned by the Association.

Except as modified by this Amendment, all the terms and provisions of the Declaration are hereby confirmed and ratified and shall remain in full force and effect.

If any term, covenant, or condition of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Amendment or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

This Amendment shall be filed with the Clerk's Office of the Circuit Court of New Kent County and shall become effective, for all purposes, including, but not limited to, for the purposes of Section 55-515.1 E of the Virginia Property Owners' Association Act, upon recordation.

BRICKSHIRE COMMUNITY ASSOCIATION,
INC.

By *Gerald Assessor*
GERALD ASSESSOR, President

COMMONWEALTH OF VIRGINIA,
COUNTY OF NEW KENT, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Gerald Assessor, President of BRICKSHIRE COMMUNITY ASSOCIATION, INC., a Virginia nonstock corporation, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the Association.

GIVEN under my hand and seal on February 28, 2018.

Mary Kathryn Rainville
Notary Public

My commission expires: 12/31/2021
My notary registration number: 7713831



**CERTIFICATION OF PRINCIPAL OFFICER OF THE ASSOCIATION
PURSUANT TO SECTION 15.2(c) OF THE DECLARATION**

I, Gerald Assessor, as President and principal officer of Brickshire Community Association, Inc., hereby certify that the requisite number of Voting Delegates have signed the amendment or ratifications thereof.

February 28, 2018


GERALD ASSESSOR, President

4834-1818-9142, v. 1;

Grantees Address:

c/o

Corporation Service Co.

100 Shockoe Slip 2nd Floor

Richmond, Va 23219