

**AMENDMENT TO THE MASTER PROTECTIONS,  
A DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS**

THIS AMENDMENT to the Master Protections, A Declaration of Covenants, Easements, and Restrictions is made this \_\_\_ day of \_\_\_\_\_ 202\_, by Birkdale Community Association, Inc., a Virginia non-stock corporation (the “Association”).

WITNESSETH:

WHEREAS, the Master Protections, a Declaration of Covenants, Easements and Restrictions by Spring Run Associates, a Virginia general partnership, applicable to the subdivision known as “Birkdale” in Chesterfield County, Virginia (the “Properties”), recorded in the Clerk’s Office of the Circuit Court of Chesterfield County, Virginia (“Clerks Office”) in Deed Book 1990, Page 237, et seq., as amended (the “Declaration”),

WHEREAS, pursuant to Article IX, Section 9.4 of the Declaration, the Declaration may be amended by a vote of two-thirds (2/3) of the Association’s Class A votes;

WHEREAS, at a duly called meeting of the owners of the Properties, at least two-thirds (2/3) of the Association’s membership voted to approve the amendment set forth below, pursuant to Article IX, Section 9.4 of the Declaration, as evidenced by the certificate of the president, set forth below and incorporated herein;

WHEREAS, the Association desires and intends to amend the Declaration with the requisite approval of the Association’s Membership;

NOW, THEREFORE, in accordance with Article IX, Section 9.4 of the Declaration the Members of the Association hereby amend the Declaration by the adoption of this Amendment to the Declaration for Birkdale Community Association, Inc., which provides as follows:

1. Article V of the Declaration is hereby amended by the addition of Section 5.12 so that Article V, Section 5.12 of the Declaration, in its entirety, reads as follows:

*Section 5.12. Purpose and Use of Association Funds for the Purchase, Maintenance, Repair, Replacement, Alteration, Improvement and Operation of Property and Additional Assets. Notwithstanding the existing provisions of this Article, and in addition to any other purposes and use of assessments herein, the Board of Directors, on behalf of the Association, shall have the right, at its discretion, at such time or times as it shall determine, to use Association funds collected through assessments or otherwise to fund the purchase, conveyance, acquisition, annexation, maintenance, repair, replacement, alteration, improvement and operation of additional real and personal property and physical assets, including but not limited to personal property, real property and any improvements or amenities thereon, and easements, rights and appurtenances thereunto belonging, including property described herein as “Recreation Area” or*

*otherwise subject to a "Recreation Area Lease," for the use and benefit of the Association and its Membership. Such additional property owned by the Association shall be deemed "Common Area" pursuant to this Declaration. Each of the additions authorized pursuant to this Section 5.12 shall be made by the Association recording in the Clerk's Office an appropriate instrument describing the portion(s) of any property acquired pursuant to this section and subjected to this Declaration. Each such instrument may contain such additions, deletions and modifications to the provisions of this Declaration as may be desired by the Association. The adoption of this Section 5.12 as an amendment to the Declaration as required by Article IX, Section 9.4 of the Declaration shall serve as evidence of the approval of the Members use Association funds collected through assessments or otherwise to fund the purchase, conveyance, acquisition, maintenance, repair, replacement, alteration, improvement and operation of additional real and personal property and physical assets at the discretion of the Board of Directors.*

2. Article V of the Declaration is hereby amended by the addition of Section 5.13 so that Article V, Section 5.13 of the Declaration, in its entirety, reads as follows::

*Section 5.13. Authority to Borrow Funds for Purchase and Maintenance of Common Areas. The Board of Directors, on behalf of the Association, shall have the authority to unilaterally borrow money on behalf of the Association, or to assign or pledge any revenues to be received by the Association — including, but not limited to annual and special assessments — and to grant security interests in Association-owned property and assets, to secure the repayment of any sums borrowed, or for any other reason, including for the purposes of maintaining, repairing, replacing, altering, improving or operating existing Common Areas, as well as for the purposes of purchasing, conveying, acquiring, annexing, maintaining, repairing, replacing, altering, improving and operating of additional real and personal property and physical assets, including but not limited to personal property, real property and any improvements or amenities thereon, and easements, rights and appurtenances thereunto belonging, including property described herein as "Recreation Area" or otherwise subject to a "Recreation Area Lease," for the use and benefit of the Association and its Membership. All associated debt service shall be integrated into the annual budget, and the Board shall retain the authority to levy any assessments required to satisfy the repayment terms of such obligations. The authority of the Board to borrow money, assign or pledge revenues or grant security interests pursuant to this section is contingent upon the presentation of the details of the proposed borrowing of funds to be undertaken by approval of the Owners of at least two-thirds (2/3) of the Lots within the Birkdale subdivision and subject to this Declaration..*

3. In all other respects, the Declaration shall remain unchanged and in full force and effect.

4. The effective date of this Amendment shall be the date and hour of its recordation in the Clerk's office of the Circuit Court of Chesterfield County, Virginia.

IN WITNESS WHEREOF, Birkdale Community Association Inc. has caused this Amendment to the Master Protections, A Declaration of Covenants, Easements, and Restrictions for Birkdale Community Association, Inc. pursuant to the required approval by the members on this \_\_\_ day of \_\_\_\_\_, 202\_\_.

**BIRKDALE COMMUNITY  
ASSOCIATION, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, its President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, President of Birkdale Community Association, Inc., a Virginia nonstock corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

Notary Reg. No.: \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_.

*{Remainder of page intentionally left blank.}*

**CERTIFICATE OF THE PRESIDENT OF  
BRIKDALE COMMUNITY ASSOCIATION, INC.**

I, the undersigned, do hereby certify that I am the duly elected and action President of Birkdale Community Association, Inc., a Virginia nonstock corporation, and the foregoing Amendment was duly adopted and ratified by the approval, affirmative vote, and/or written consent of lot owners representing at least at least two-thirds (2/3) of the Association's membership pursuant to Article IX, Section 9.4 of the Declaration and Section 55.1-1829(D) of the Virginia Property Owners' Association Act.

In witness whereof, I have hereunto subscribed my name this \_\_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_

\_\_\_\_\_, its President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, President of Birkdale Community Association, Inc., a Virginia nonstock corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

Notary Reg. No.: \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_.

DRAFT