

THIS AMENDMENT AND RESTATEMENT OF THE DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RIGHTS OF NORTH CLUB (“Amendment”) is made this **1st day of May, 2016**, by **NORTH CLUB ASSOCIATION, INC.**, a Virginia non-stock corporation (the “Association”) (Index as both “Grantor” and “Grantee”); and **THE UNDERSIGNED OWNERS**, whose signatures are affixed hereto (collectively, the “Owners”) (Index as both “Grantor” and “Grantee”).

RECITALS:

- A. North Club Partnership (the “Declarant”) recorded that certain Declaration of Restrictive Covenants, Conditions and Rights (the “Declaration”) dated April 29, 1985, and recorded among the land records of Spotsylvania County, Virginia at Deed Book 647, Page 290 and thereby subjected Lots 1 through 7 of a subdivision known as NORTH CLUB (the “**Subdivision**”) to the terms and conditions of the Declaration; and
- B. The deeds of conveyance of all of the Lots in the Subdivision have further subjected said Lots to the terms and conditions of the Declaration; and
- C. The Undersigned Owners are the Lot Owners of Lots to which at least seventy-five percent (75%) of the votes in the Association appertain and, by their signatures below, the Owners agree to this Amendment in compliance with Va. Code § 55-515.1 and in accordance with paragraph 15 on page 13 of the Declaration; and
- D. The Owners desire to amend and restate the Declaration as follows. The Association joins for the purpose of agreeing to the Amendment.
- E. Capitalized terms herein shall have the meanings first as set forth herein, or as defined in the Articles of Incorporation or Bylaws of the Association, unless such meaning would be manifestly improper or unreasonable in the context in which such capitalized word is used.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Unit Owners, in accordance with Va. Code § 55-515.1 do hereby amend and restate the Declaration in its entirety as more particularly set forth herein.

By its execution hereof, the Association hereby certifies, pursuant to Va. Code § 55-515.1(D), as amended, and the provisions of the Declaration, that the requisite majority of Owners have executed this Amendment.

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS AND RIGHTS

The undersigned do hereby declare that all of the Lots in the Subdivision shall be conveyed and owned subject to the following covenants, conditions and restrictions:

ARTICLE I – Roads

The owners of each Lot shall have a right-of-way over the full length and width of said roads for the purpose of ingress and egress and related utilities, which right-of-way shall be a non-exclusive privilege appurtenant to each lot.

All streets or roads within this subdivision are private and do not comply with the Virginia Department of Highways and Transportation requirements for acceptance into the Secondary System and will not be maintained by either the County of Spotsylvania or VDH&T. They shall be maintained by the owners of the lots and/or owners of the dwellings located in the subdivision. Prior to any future request for their addition to the State Secondary Highway System, they must be developed by the lot owners at no expense to the County or State in full compliance with the VDH&T subdivision street requirements in effect at that time.

However, the Association reserves the right to change the subdivision into a public road subdivision prior to the sale of the last lot. After the sale of the last lot, in the event that seventy-five (75) percent or more of the members of North Club Association, established in accordance with this Declaration, vote to request Spotsylvania County and the Virginia Department of Highways and Transportation to take the road or roads into their road system and assume the future maintenance of the road or roads, then that decision shall be binding on all lot owners and each agrees to execute such deeds or other documents which may be required to carry out that decision.

ARTICLE II – Restrictive Covenants

1. No primary or secondary residence, garage, out-building or other structure shall be built closer to the street line than the setback line shown on the subdivision plat of North Club. No primary or secondary residence or garage shall be built closer than 75' from the side line of any lot. No other out-building or structure shall be built closer than twenty-five (25') feet from the side line of any lot. However, the Architectural Control Committee established under Article Two hereof shall have the right to grant, by appropriate written instrument, exceptions to this paragraph when the topography of any particular lot indicates the need therefor or the Committee believes that granting such an exception will not detract from the overall architectural attractiveness of the subdivision or will in any way detract from the appearance of the adjoining lots or be objectionable to the adjoining lot owners. Residences constructed on lots fronting on a pond shall not be built closer than 50 feet from the edge of the pond. This provision shall not apply to decks or balconies.

Outdoor tennis courts, swimming pools and other similar recreational facilities shall not be governed by the setback restrictions contained in this paragraph except that no such facilities shall be constructed or maintained within 25 feet of the adjoining lot.

2. There is hereby created an Architectural Control Committee, the function of which will be to review proposed building plans and specifications, enforce the provisions of this Declaration, and perform such other duties as may be set forth herein or assigned to it by North Club Association. Hiter D. Carr and James L. Carver and Harry B.F. Franklin are hereby designated as the persons who will compose the Architectural Control Committee to serve until their successors are elected or appointed by the North Club Association in the manner hereafter established.

3. No lot in North Club shall be used for commercial purposes, but each shall be used for residential purposes only and for purposes incidental thereto. However, this restriction shall not prevent the use of a portion of a residence or other outbuilding as an office or studio for the owner provided such use does not create customer or client traffic to and from the office or studio.

4. Each lot shall constitute a building site for one principal residence only. However, this restriction shall not prevent the use of a portion of the principal residence or the use of a detached building or a portion thereof as a subsidiary residence for relatives or domestic employees of the lot owner.

5. No building or structure of any nature shall be erected on any lot in the subdivision until the location, design, plans and specifications thereof have been approved by the Architectural Control Committee. Submissions to the Architectural Control Committee not acted upon within thirty (30) days from the date of submission shall be deemed to have been approved.

6. The principal dwelling on each lot, excluding open porches, attached garages, basements and utility rooms, shall contain no less than 2,400 square feet of living area on the

ground floor level. Houses containing more than one level above ground shall have no less than 1,800 square feet of such living area on the ground level floor and no less than 2,800 square feet of such living area altogether. Any structure permitted by these restrictive covenants which is built as a secondary residence shall contain no less than 800 square feet of living area. Any structure permitted by these restrictive covenants shall conform architecturally with the principal residence.

7. It is the desire of North Club Partnership that there be some degree of conformity in the residences constructed in North Club and all lot owners will cooperate to effect that result. The exterior of all buildings on the lots in North Club shall be of brick, brick veneer, stone or weatherboard and shall have asphalt, slate, tile, fiberglass, asbestos or cedar shake roofing. Variances from this restriction may be granted by the Architectural Control Committee to allow the use of newly developed materials provided the use of such other materials does not detract from the overall planned attractiveness of the subdivision.

8. No noxious or offensive activity shall be conducted on any lot in the subdivision nor shall anything be done thereon which may be, or become, an annoyance or a nuisance to the other lot owners.

9. Owners of all lots in the subdivision, whether said lots be built on or not, shall keep their lots free of unsightly weeds and undergrowth, garbage, trash, debris and litter and shall not permit the parking thereon of any unlicensed vehicle. This restriction shall not be construed as preventing lot owners from maintaining parts or portions of said lots in a natural state providing the same is well kept and neat and does not detract from the overall appearance of the neighborhood. This covenant shall not apply to unsold lots owned by North Club Partnership.

10. No mobile homes or structures of a temporary nature shall be constructed, placed or maintained on any lot in the subdivision except while the principal residence is under construction. This restriction shall not, however, prevent a lot owner from parking on his, her or their lot a recreational vehicle, provided the same is not used as a residence while so parked. However, such recreational vehicles such as boats, boat trailers, horse trailers and the like shall be parked no closer to the street than the front line of the principal dwelling and shall be reasonably screened from public view by appropriate shrubbery or trees. Notwithstanding the provisions of this paragraph, boats may be temporarily stored or kept on portions of the lots during periods when the Rappahannock River is in a flood stage which would prevent keeping boats in the parking area maintained by the North Club Association.

11. All trash and garbage receptacles shall be neatly and attractively screened from public view.

12. All garages shall be so constructed that the entrances thereof shall not face the front of the lot on which they are constructed.

13. No fence or hedge more than four feet high shall be constructed or maintained within fifty feet of the street line. No chain link fences shall be constructed on or immediately adjacent to any front or side lot line nor in any event closer to the road than the back line of the principal dwelling. Small chain link fences for enclosures for domestic animals shall be permitted behind the back line of the principal residence. The location and design of all fences must be approved by the Architectural Control Committee.

14. The sewage disposal system on each lot shall comply with all existing County and health regulations.

15. Except when being used for delivery or related purposes, commercial vehicles and commercial trucks shall not be parked on or in front of any lot in the subdivision unless garaged. This shall not be constructed to restrict the parking on the premises of passenger cars used for commercial purposes. Each lot owner shall provide off street parking for a minimum of four vehicles.

16. No lot in the subdivision shall be subdivided in any manner and each lot shall constitute the site for one principal residence only. However, this restriction shall not prevent a lot from being divided into two parcels if each of the two parcels is conveyed to the adjoining lot owner and provided that each of said two parcels shall become, for all purposes, part of the adjoining lot and shall not be used as a separate building site. Provided, however, that the certain parcel containing 21.6429 acres of land conveyed to Ronald G. Beck and the said Gwendolyn O. Beck by Deed recorded in Deed Book 687, Page 518 among the land records of Spotsylvania County, Virginia (hereafter, the "Beck Lot"), (a) may be subdivided once, in accordance with all applicable legal requirements, into no more than two (2) single family residential lots, the smallest of which shall contain no less than seven (7) acres and that thereafter neither of the two (2) remaining lots shall be further subdivided in any way, and (b) that any residence built on either lot shall be no closer to any street than one hundred fifty feet (150'), and (c) that after being so divided into two (2) lots, each lot shall be treated as a lot in North Club Subdivision and that the owners thereof shall hold the same subject to the terms and provisions of this Amendment, with the same privileges as the owners of the other lots in this Subdivision. Gwendolyn O. Beck, current owner of the Beck Lot, joins in this Amendment to specifically acknowledge the provisions of this paragraph 16.

17. No animals, livestock or poultry shall be kept, bred or maintained on a lot in said subdivision for commercial purposes. Lot owners may maintain on each lot a stable for the housing of not to exceed three (3) horses or ponies, provided the same does not violate any county ordinance. The occasional sale or exchange of such horses or ponies shall not be deemed to be a commercial transaction. Other household pets, such as cats or dogs, may be kept on the residential lots provided that they are not kept in unreasonable numbers and provided they do not constitute a nuisance or annoyance to the other lot owners.

18. It shall be the obligation of all lot owners to maintain their lots and improvements thereon, including fences and outbuildings, in a neat and clean condition and such lots and improvements shall not be permitted to become unsightly or to present a run down or dilapidated appearance which would tend to decrease the attractiveness of the subdivision.

19. No sign of any kind shall be displayed on any lot except signs advertising the property for sale.

20. No elevated outside lighting shall be permitted on any lot which constitutes an annoyance to the other lot owners.

21. The following provisions apply to river front lots and lots fronting on the ponds:

a. It is the desire and intention of North Club Partnership that the river front and the ponds and the areas adjacent thereto shall remain as nearly as possible in their natural state and no activity shall be conducted or action taken by any lot owners which will adversely disturb the ecology of those areas or destroy their natural beauty unless such disturbance is absolutely necessary in construction of the residences and appurtenances thereto.

b. No trash or waste or debris of any nature shall be dumped, placed or permitted to run into the river or the pond. Water, other than surface runoff water or water from the pond itself, shall not be diverted or directed to run into the pond.

c. No trees within 50 feet of the river or in the areas adjacent to the ponds larger than 2" in diameter shall be cut or destroyed without written consent of the Architectural Control Committee unless absolutely necessary in the construction of improvements on the lot.

d. No dock shall be built extending more than fifteen feet into the pond from the shore and, if built in the shape of a "T" shall not extend across the top of the "T" more than fifteen feet in length.

e. No gasoline powered boats shall be permitted in the pond.

f. No ducks or other wildlife shall be shot, trapped or hunted on any of the lots or ponds in North Club or in the developed or undeveloped areas thereof.

g. The Pond Owners Association created pursuant to the provisions of this Declaration shall have the right to promulgate and enforce other regulations regarding the use of the ponds and the areas immediately adjacent thereto.

22. It is the intention and desire of North Club Partnership to retain as a permanent barrier the wooded areas located on the southern and southeastern ends of Lots 1, 2 and 3. Therefore, no trees larger than two (2") inches in diameter shall be cut or removed from those three lots within one hundred (100') feet from the rear, or southern or southeastern boundary line of those three lots without written consent of the Architectural Control Committee, and such consent

shall only be granted when that Committee is satisfied that the cutting and removal of such tree will not materially reduce the effectiveness of the present natural barrier and will not adversely affect or diminish the privacy of other lot owners.

23. The decision of the Architectural Control Committee shall be final as to all matters set forth in these restrictive covenants, and the Architectural Control Committee is hereby empowered to enforce these covenants in accordance with its interpretation thereof by injunction or petition for affirmative relief or by other actions at law or in equity.

The Architectural Control Committee is expressly authorized and empowered to grant minor variances to restrict covenants, 1, 3, 4, 5, 6, 7, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22 and 25 when it is apparent that the factual situation presented is not adequately covered by the language of the governing covenants and when in the opinion of that Committee the granting of such a variance will tend to enhance the overall attractiveness of the subdivision and will in no way detract from such attractiveness or be objectionable to adjoining lot owners.

24. There is hereby reserved in perpetuity a ten foot easement along the front and side lot lines of each lot for drainage and utilities and there is also reserved unto the North Club Partnership and its assigns, the right to lay, operate and maintain, replace and remove, water, gas, cablevision and sewer lines within said easements, and there is expressly reserved for the benefit of all public and private utility companies that may be serving the subdivision, or their successors in title, the right to construct, operate, maintain, replace and remove within said easement a gas transmission system, an electric transmission system, a communications system or a television cable system consisting of such buried cables, buried wires, buried pipes, terminals, location markers and other necessary equipment as from time to time may be required together with the right of ingress and egress over, under and across said land for the purpose of exercising the rights herein granted, but nothing herein shall be construed to impose on North Club Partnership the duty to lay, operate and maintain any such mains or lines.

The easements herein created shall be in addition to those set forth on the subdivision plat.

25. All electric, telephone and cable lines, and other utility lines, shall be buried underground and no overhead transmission, electric lines, or other utility line, shall be permitted. If cablevision service is available within the subdivision no rooftop television antennas will be permitted. Satellite disks, if used, must be appropriately screened.

29. Invalidation of any one or more of these covenants and restrictions by Judgment or Decree of Court shall in no way affect any of the other provisions herein contained, but they shall remain in full force and effect.

ARTICLE III

NORTH CLUB ASSOCIATION

There is hereby created for the benefit of all of the owners of lots in North Club an Association to be known as “North Club Association”, the creation and existence of which and the power, authority and limitations of which shall be subject to the following provisions:

1. At, or prior to the time of the conveyance by North Club Partnership of the fourth residential lot in North Club, the lot owners shall incorporate North Club Association as a non-stock, non-profit organization, naming as its initial officers and directors, Hiter D. Carr, James L. Carver and Harry B.F. Franklin.

2. There shall be one member of the Association entitled to vote on all Association matters for each lot in North Club. In the event that there is more than one owner of a lot, then they shall designate which one of them shall vote in Association matters.

3. So long as North Club Partnership still owns lots in North Club, it shall have membership in the Association equal to the number of lots it owns, unless it expressly waives that privilege in writing, but it shall not be subject to the assessments adopted by the Association or set forth herein.

4. Except as specifically otherwise stated herein to require the approval by a vote of a specified percentage of the members of the Association, all powers of the Association as set forth in this Declaration and in the By-Laws shall be exercised by the Board of Directors, and the Board of Directors shall have the power to enforce all of the terms and provisions of this Declaration.

5. The Association shall have the right to adopt By-Laws governing the operation of the Association and shall have the right to adopt such rules and regulations governing the promotion of the safety, health, comfort and welfare of the residents of North Club as it deems necessary or regulations tending to maintain the overall quality of the subdivision or regulations concerning construction or maintenance of a Rappahannock River boat parking and loading facility.

6. Each lot owner, by acceptance of and recordation of his, her or their deed to said lot, shall be deemed to covenant and agree to all of the terms of this Declaration, to pay all dues, assessments or other charges herein established or hereafter levied by the Association, which such dues, assessments or charges shall be a lien on the lot and a personal obligation of the lot owners jointly and severally. In the event any lot is sole or conveyed and the dues, assessments or other charges herein or hereafter created have not been paid in full up to the date of such sale or conveyance, then the amount of such unpaid dues and assessments or other charges shall not only continue to constitute a lien on such lot but shall be assumed by and become a personal obligation of the new owner or owners of such lot.

7. All dues, assessments and other charges herein established or hereafter levied by the Association shall be used for the following purposes:

- (A) To promote the safety, health, comfort and welfare of the lot owners.
- (B) To improve and maintain the subdivision road, and provide for the removal of snow therefrom.
- (C) To provide for the construction and maintenance of access to the Rappahannock River including boat loading and parking facilities as the Association may elect to provide.
- (D) The Association may additionally apply any assessments to the payment of insurance premiums. The Association may assess late fees for non-payment of assessments in accordance with Va. Code § 55-513.3, as amended. Unpaid assessments shall be a lien on the lot for which assessments are unpaid, in accordance with Va. Code § 55-516, as amended, and the Association may use the lien enforcement provisions under the Virginia Property Owners Association Act, as amended.

8. The annual assessment of each shall be established by the Board through the annual budget. Annual assessments are to be paid on or before the first day of March each year in advance. No lot owners shall be required to pay the annual assessment until the Association has been incorporated and has held its initial meeting and elected officers. Assessments which become due and payable upon the purchase of a lot shall be pro-rated to the first of March next following.

9. The Association shall have the right to increase or decrease the annual assessment but may not increase the annual assessment more than 25% in any one year unless agreed to by all lot owners.

10. The Association may levy fines for violations of the Restrictive Covenants contained in Article II, in accordance with Va. Code §55-513, as amended. The Association shall have the power to suspend a member's right to use facilities or services, including utility services, provided directly through the association for nonpayment of assessments which are more than 60 days past due, to the extent that access to the lot through the common areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant and (ii) assess charges against any member for any violation of the declaration or rules and regulations for which the member or his family members, tenants, guests, or other invitees are responsible.

11. The first meeting of the Association shall be called by the lot owners within thirty (30) days after the recordation of the deed making a conveyance of the fourth lot in North Club and ten (10) days written notice of the time and place of said first meeting shall be given to each lot owner, mailed to the address of each as shown on the face of his or her deed.

11. Any assessment not paid within thirty (30) days of the due date shall be considered as delinquent and shall be enforceable by the Association by personal action at law against the owners or by foreclosure of the lien in the same manner as is provided by Virginia statute for the foreclosure of a deed of trust on real property.

12. The lien herein established for payment of assessment, dues and other charges shall be superior to all other liens except County real estate taxes unless subordinated to the lien of a bona fide first deed of trust on any lot and improvements thereon in the manner hereafter provided.

13. The Association shall have the right to appoint or provide for the election of the members of the Architectural Control Committee.

14. Upon written request from any lot owner, the Association shall have the right to subordinate the lien for future dues, assessments and other charges to the lien of a bona fide first deed of trust for construction of improvements on a lot provided all such dues, assessments and other charges have been paid in full up to the first of the next March, such subordination to be evidenced by execution of an appropriate subordination agreement by the President, Vice President, Secretary or Treasurer of the Association without further authorization.

15. The Association, through any of its designated officers or representatives, shall have the power to enforce all provisions of this Declaration by action at law or in equity.

16. The Association shall have no powers other than those prescribed herein or granted hereafter by a vote of at least seventy-five (75%) percent of the members of the Association.

17. In addition to the powers designated above the Association shall have the right to take title to the area designated as the boat loading and parking facility, any road or roads in the subdivision, and any other land which the Association may acquire. Provided, however, that the sale of any real property owned by the Association shall require the prior approval by vote of seventy-five per cent (75.0%) of the members of the Association not delinquent in the payment of assessments owed to the Association, at a duly called Special Meeting of the Association with the results certified by the President of the Association in writing, with such writing recorded among the land records of Spotsylvania County, Virginia.

ARTICLE IV

NORTH CLUB POND

The Association shall govern, in conjunction with Fredericksburg Country Club, Inc., the use and maintenance of the body of water (the Pond) which separates, in part, lots 3, 4, 5 and 6 from the property owned by Fredericksburg Country Club, Inc. The owners of each of said lots are hereafter referred to as the "Pond Owners".

Each Pond Owner shall pay an annual assessment in such amount as may be established from time to time by the Board of Directors. Such dues shall be used by the Association for the purpose of beautifying the pond or surrounding areas, including the areas adjacent to the pond owned by Fredericksburg County Club, Inc., improving or maintaining the quality of the water in the pond, maintaining or improving the quality of the fishing in the pond, administering the Agreement dated August 30, 1985 between North Club Partnership and Fredericksburg Country Club, Inc., recorded in Deed Book 661, Page 112 among the land records of Spotsylvania County, Virginia, and such other purpose as the Association may designate with regard to the Pond.

Until changed by the Association, the Pond Owners shall be bound by the following rules and regulations:

1. No dock shall be built to extend in the pond more than 15 feet and no "T" at the end of such dock shall be more than 15 feet in length.
2. No hunting shall be permitted on the pond or any of the property adjacent thereto.
3. Every reasonable effort shall be made to maintain the quality of the water in the pond, and no trash or chemicals shall be dumped in or allowed to run into the pond.
4. No gasoline powered boats shall be allowed on the pond.
5. The lot owners are encouraged not to cut down or destroy any trees exceeding 3 inches in diameter within 100 feet of the pond unless such tree interferes with construction of the improvements on the property or naturally interferes with the lot owners' view of the pond.
6. In addition to the control and regulation of the use of the pond herein referred to, *the Association shall also have the right to assume the same control over any other pond or ponds now or hereafter created which abut any lot in North Club*

ARTICLE V

PERIOD OF APPLICABILITY; AMENDMENT AND ENFORCEMENT

1. All of the terms and provisions of this Amendment shall run with the land and the title to all of the Lots in the Subdivision in perpetuity, provided that any term or provision of this Amendment may be amended by an instrument in writing signed or ratified in compliance with Virginia Code Section 55-515.1 by the owners of seventy-five per cent (75.0%) of the Lots in the Subdivision and recorded among the land records of Spotsylvania County, Virginia.

2. This Amendment may be terminated only by an instrument in writing signed the owners of ninety per cent (90.0%) of the Lots in the Subdivision and recorded among the land records of Spotsylvania County, Virginia.

3. This Amendment shall be enforceable by both an action at law for damages and by injunctive relief, and neither remedy shall be held or deemed exclusive of the other.

4. This Amendment may be executed in multiple counterparts, all of which shall be considered one single instrument.

NORTH CLUB ASSOCIATION, INC.

By William Lynch Jr., President
William Lynch Jr

STATE OF VIRGINIA:
CITY/COUNTY OF: Fredericksburg, to-wit:

The foregoing Amendment and Restatement of The Declaration of Restrictive Covenants, Conditions and Rights of North Club was acknowledged before me this 15th day of May, 2018 by William Lynch, Jr., as President of North Club Association, Inc. 2018

My commission expires: 6/30/2019.

Michael J. Whitford
Notary Public
Registration #: 7106332



MICHAEL JOHN WHITFORD
NOTARY PUBLIC 7106332
COMMONWEALTH OF VIRGINIA

MY COMMISSION EXPIRES JUNE 30, 2019