

**AMENDMENT TO BYLAWS OF
ROYAL COURT ESTATE CONDOMINIUM
ASSOCIATION, INC.**

(Use and Leasing of Units)

This AMENDMENT to BYLAWS is made this 2nd day of November, 2015, by Royal Court Estate Condominium Association, Inc., hereinafter called "the Association."

WITNESSETH

WHEREAS, Royal Court, Inc., a Virginia corporation (the "Declarant"), submitted to record Bylaws of Royal Court Estate Condominium recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 2920 at Page 1455; and

WHEREAS, there is a unit owner other than the Declarant; and

WHEREAS, the Board of Directors (the "Board") has determined it is in the best interests of the Association to limit the number of leased units in the condominium in order to protect property values and insure the availability of financing for unit sales; and

WHEREAS, the Bylaws may be amended pursuant to Article 11 of the Bylaws and Section 55-71.D of the Virginia Condominium Act, which allows amendment by agreement of the owners of units to which at least two-thirds (2/3) of the votes in the Unit Owner's Association appertain; and

WHEREAS, the amendment as proposed is a material amendment to the Bylaws which requires the prior written approval of Mortgagees as required by Section 8.5 and Section 11.2 of the Bylaws; and


20151120001132990 1/6
City of Virginia Beach
11/20/2015
11:48:16 AM DECL
Tina E. Sinnen, Clerk

GPINS: See Exhibit A Attached
Prepared By: Jeanne S. Lauer, Esq., VSB #32022
Inman & Strickler, P.L.C.
575 Lynnhaven Parkway, Suite 200
Virginia Beach, VA 23452

RECEIVED
CITY OF VIRGINIA BEACH
2015 NOV 20 AM 11:53
TINA E. SINNEN, CLERK

WHEREAS, pursuant to Section 55-79.71.D of the Condominium Act, this Amendment shall become effective when the amendment is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia;

WHEREAS, Royal Court Condominium Association, Inc., submitted to record First Amendment to The Bylaws of The Royal Court Estate Condominium, Inc. recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 4179 at Page 972, which states as follows and is restated here for convenience:

WHEREAS, Royal Court Condominium Association, Inc., submitted to record an Amendment regarding Use and Leasing of Units to the Bylaws of The Royal Court Estate Condominium, Inc. recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach on July 8, 2003 as Instrument No. 200307080102501.

NOW, THEREFORE, the Association does hereby further amend the Bylaws in the following manner:

1. Section 5.8(a)(1) of the Bylaws, shall be deleted in its entirety and restated as follows:

Restrictions; Leasing of Units. No Unit shall be leased and any prior leasing cap permitting a number of leased units is hereby rescinded. The only exceptions to the ban on leasing shall be as stated in the grandfathering and hardship provision appearing herein. Each Unit, and the Common Elements appertaining thereto, shall be occupied and used only by the Unit Owner, his or her family, domestic employees and guests. No Unit may be used for the conduct of commercial activity.

Any Unit Owner who leases his Unit through any grandfather or hardship provision shall provide to the tenant, at the Unit Owner's expense, a copy of the Association's Condominium Instruments and Rules and Regulations and shall have the tenant execute a consent which requires the tenant to comply with the covenants, conditions and restrictions contained in them.

The leasing of units shall also be subject to all rules and regulations promulgated by the Board of Directors not in conflict with any provisions of the Declaration or Bylaws, which may include, but shall not be limited to, (1) the establishment of a rental/application fee, (2) development of a tenant consent form and (3) establishment of provisions which provide for the furnishing of copies of the lease and/or contact information for all occupants of the unit. A failure by a tenant or occupant to comply with the condominium instruments or any rule or regulation shall be deemed a default under any lease or occupancy agreement, for which the Association shall have the right, in addition to all other rights and remedies provided by law or the condominium instruments

or rules, but not the obligation, to terminate the lease and/or occupancy and to bring summary proceedings as attorney-in-fact for the owner and at the owner's cost, including all attorneys' fees and costs, to evict the tenant and/or occupant after thirty (30) days' prior written notice to the owner. The costs of the proceeding, including without limitation attorneys' fees, shall also be recoverable from the landlord. For purposes of this provision, each and every owner does hereby automatically and irrevocably name, constitute, appoint and confirm the Association as his or her attorney-in-fact for the purposes described herein.

Grandfather Provisions: Any Unit Owner whose Unit is leased as of the effective date of this amendment shall submit a copy of the lease currently in effect to the Board of Directors or the Association Manager within thirty (30) days of the recordation of this Amendment.

Any Unit which is leased as of the effective date of this amendment may continue to be leased only by renewal of the current lease with the existing tenant(s).

Hardship Provisions: The Board of Directors may, in its sole discretion, authorize the leasing of a unit only upon a showing by a Unit Owner of a hardship which will result from the Board's denial of the lease request. Examples of "hardship" include, but are not limited to, military transfer or ill health preventing occupancy of the Unit. At the time of the granting of any such hardship exemption from the leasing ban, the Board will establish the terms under which the unit may be leased, which shall be in writing, and signed by both a Board Designee and the petitioning owner(s).

2. All provisions of the Bylaws not expressly amended herein shall be and remain in full force and effect.

The undersigned Secretary of the Association does hereby certify that this Amendment has been agreed to by the owners of units to which sixty-six and two thirds percent (66-2/3%) of the votes in the Association appertain, as is required by Article 11 of the Bylaws and Section 55-79.71.D of the Virginia Condominium Act, as evidenced by their signatures on file with the Association.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

EXECUTED on the date first written above by the duly authorized officer of the Association.

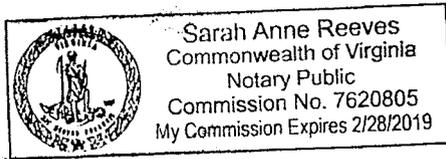
THE ROYAL COURT ESTATE CONDOMINIUM ASSOCIATION, INC.

By: Richard W Eitel
November 2, 2015, President

CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55-79.71.D AND SECTION 55-79.73:1

COMMONWEALTH OF VIRGINIA,
CITY OF VIRGINIA BEACH. to wit:

The foregoing instrument was acknowledged this 2 day of NOVEMBER, 2015, before me, the undersigned Notary Public, by Richard Eitel, President of Royal Court Estate Condominium Association, Inc., who did state the requisite number of the unit owners have ratified the aforesaid amendment by signing a document so stating as required by Virginia Code Section 55-79.71.D and fifty-one (51%) of all first mortgagees have approved the amendment as required by Virginia Code Section 55-79.73:1 and Section 8.5 of the Association's Bylaws.



Sarah Anne Reeves
Notary Public

My Commission Expires: 2/28/2019
My Commission Number: 7620805

EXHIBIT A

**ROYAL COURT ESTATE CONDOMINIUM
ASSOCIATION, INC.**

GPINS

ADDRESS	GPIN
901 Royal Cove Way	2408 62 9345 2050
905 Royal Cove Way	2408 62 9345 2060
909 Royal Cove Way	2408 62 9345 2070
913 Royal Cove Way	2408 62 9345 2080
917 Royal Cove Way	2408 62 9345 2090
921 Royal Cove Way	2408 62 9345 2100
925 Royal Cove Way	2408 62 9345 2105
933 Royal Cove Way	2408 62 9345 2110
937 Royal Cove Way	2408 62 9345 2120
941 Royal Cove Way	2408 62 9345 2130
945 Royal Cove Way	2408 62 9345 2140
949 Royal Cove Way	2408 62 9345 2150
953 Royal Cove Way	2408 62 9345 2155
1700 Royal Cove Court	2408 62 9345 2220
1700 Royal Park Court	2408 62 9345 2400
1701 Royal Cove Court	2408 62 9345 2260
1701 Royal Park Court	2408 62 9345 2460
1702 Royal Park Court	2408 62 9345 2405
1704 Royal Cove Court	2408 62 9345 2230
1704 Royal Park Court	2408 62 9345 2410
1705 Royal Cove Court	2408 62 9345 2265
1705 Royal Park Court	2408 62 9345 2470
1706 Royal Park Court	2408 62 9345 2420
1708 Royal Cove Court	2408 62 9345 2240
1708 Royal Park Court	2408 62 9345 2430
1709 Royal Cove Court	2408 62 9345 2270
1709 Royal Park Court	2408 62 9345 2480
1710 Royal Park Court	2408 62 9345 2440
1712 Royal Cove Court	2408 62 9345 2250
1712 Royal Park Court	2408 62 9345 2450
1713 Royal Cove Court	2408 62 9345 2275
1713 Royal Park Court	2408 62 9345 2490

INMAN & STRICKLER P.L.C.

ATTORNEYS AND COUNSELORS AT LAW

KEITH DENSLow • LINDSEY A. FLAHERTY • MICHAEL A. INMAN
BARRY RANDOLPH KOCH • JEANNE S. LAUER • STEVEN P. LETOURNEAU
GREGORY J. MONTERO • VINCENT R. OLIVIERI • THOMAS E. SNYDER
STEPHEN A. STRICKLER • ROBERT V. TIMMS, JR. • ROS R. WILLIS

November 30, 2015

Board of Directors
Royal Court Estate Condominium Association
c/o Brian Reese, Association Manager
Community First Management
3061 Brickhouse Court, #109
Virginia Beach, VA 23452

Re: Royal Court Estate Condominium Association
Amendment – Use and Leasing of Units

Dear Brian:

Please find enclosed a copy of the Amendment to Bylaws of Royal Court Estate Condominium Association, Inc. which was recorded on November 20, 2015.

Should you have any questions, please do not hesitate to contact me. With best regards, I remain,

Yours very truly,



Jeanne S. Lauer

JSL;jlh
Enclosure

ENCLOSURE