



Instr: 200307080102501 Pg: 1 OF 6  
City of Virginia Beach  
07/08/2003 8:29:52AM  
J. Curtis Fruit, Clerk

## AMENDMENT TO BYLAWS OF

### ROYAL COURT ESTATE CONDOMINIUM ASSOCIATION, INC.

#### (Use and Leasing of Units)

This AMENDMENT to BYLAWS is made this 30<sup>th</sup> day of May, 2003, 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

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**GPINS:** See Exhibit A Attached  
Prepared By: Inman & Strickler, P.L.C.  
575 Lynnhaven Parkway, Suite 200  
Virginia Beach, VA 23452

**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:

"The fourth (4<sup>th</sup>) sentence of Section 5.8(a)(1) of the Association's ByLaws is hereby deleted in its present form and new language is hereby inserted as follows: No Unit or any portion thereof may be leased for transient nor hotel purposes nor for any period of less than one (1) year and, further, no leases(s) may renew for any period of less than one (1) year.

**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 and restated as follows:

Restrictions; Leasing of Units. No Unit shall be used for other than residential housing and the related common purposes for which the Property was designed. Each Unit, and the Common Elements appertaining thereto, shall be occupied and used only by the Unit Owner, his or her family, and guests or by tenants and such tenants' family, domestic employees and guests. No Unit may be used for the conduct of commercial activity. No more than three (3) Units of the Condominium may be leased at any time. No unit owner shall rent more than two (2) units and a unit owner may not avoid this rule by ownership through another entity. All leases shall be for an initial term of not less than twelve (12) consecutive months. Subsequent renewal leases to the same tenant may be for less than twelve (12) consecutive months only with prior written approval of the Board of Directors upon the demonstration of a hardship. No unit owner may lease less than the entire unit. Any Unit Owner intending to lease the Unit shall submit a written request to the Board of Directors indicating the Unit Owner's intent to lease the Unit. The Unit shall not be made available for lease until the Board of Directors responds with written permission to lease the Unit. Permission to lease shall be obtained before seeking a tenant inasmuch as this is not a tenant approval process. The Board of Directors shall respond within thirty (30) days of the written request of the Unit Owner. Permission will be based solely on the numbers of units leased at



the time of application. If three (3) Units are leased at the time of the request, the Unit Owner will be placed on a waiting list and will be notified when a leasing slot is available. The Unit Owner will then have sixty (60) days to enter into a lease. Thereafter, the Unit Owner will forfeit his position and, if the Unit Owner wishes to remain on the list, he shall submit a written request therefor to the Board of Directors.

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 and any unit leased hereafter under the terms set forth in this section may continue to be leased by renewal of the current lease or issuance of new lease to a new tenant, provided, however, if the unit is not leased for a period of sixty days or is sold immediately upon termination of a lease, then it shall become subject to the rules imposed on all units by this amendment.

The Board of Directors may, in its sole discretion, authorize a lease which will exceed the maximum of three (3) leased Units restriction 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.

Any Unit Owner who leases his Unit shall provide to the tenant, at the Unit Owner's expense, a copy of the Association's Rules and Regulations and shall have the tenant execute a Lease Addendum 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.

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.



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

THE ROYAL COURT ESTATES CONDOMINIUM  
ASSOCIATION, INC.

By: Robert J. Orrell, 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 30<sup>th</sup> day of May, 2003, before me, the undersigned Notary Public, by Robert J. Orrell, President of Royal Court Estates 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.

Barbara A. Daucher  
Notary Public

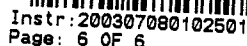
My Commission Expires: 4/30/05

**EXHIBIT A**

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

**GPINS**

<b>ADDRESS</b>	<b>GPIN</b>
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
1714 Royal Park Court	2408 62 9345 2455



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