

Instrument Control Number

2005 JUL 12 A 11:39

000912

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

JUL 12 050027534

[LS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [7/11/2005]

Instrument Type: [AMEND]

Number of Parcels [1]

Number of Pages [4]

City ☒ County ☐ [City Of Norfolk]

(Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[The Algonquin Associat]	[]	[]	[]
[]	[]	[]	[]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[The Algonquin Associat]	[]	[]	[]
[]	[]	[]	[]

Grantee Address (Name) [The Algonquin Association]
 (Address 1) [c/o Deborah Casey, Esq Vandeventer Black, LLP]
 (Address 2) [500 World Trade Center]
 (City, State, Zip) [Norfolk] [VA] [23510]
 Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☒ County ☐ [City Of Norfolk] Percent. in this Juris. [100]

Book [1587] Page [932] Instr. No []

Parcel Identification No (PIN) [multiple numbers - see attached]

Tax Map Num. (if different than PIN) [multiple numbers - see attached]

Short Property Description [Blocks 22, 23, and close streets]

Current Property Address (Address 1) [The Algonquin Condominium Association]

(Address 2) []

(City, State, Zip) [Norfolk] [VA] []

Instrument Prepared by [Vandeventer Black, LLP]

Recording Paid for by [Vandeventer Black, LLP]

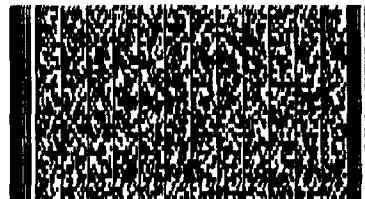
Return Recording to (Name) [Carol Aluzzo]

(Address 1) [Vandeventer Black, LLP]

(Address 2) [500 World Trade Center]

(City, State, Zip) [Norfolk] [VA] [23510]

Customer Case ID [01366-0005 Algonquin] []



This instrument was prepared by Vandeventer Black LLP, 500 World Trade Center, Norfolk, Virginia 23510

**AMENDMENT TO BYLAWS
OF
THE ALGONQUIN ASSOCIATION
(Leasing Amendment)**

THIS AMENDMENT TO BYLAWS OF THE ALGONQUIN ASSOCIATION, made as of May 31, 2005 by THE ALGONQUIN ASSOCIATION, a Virginia nonstock corporation and condominium association composed of the unit owners owning units in The Algonquin Association (the "Association") (Grantor and Grantee for recording purposes).

WITNESSETH:

WHEREAS, the Bylaws of The Algonquin Association (the "Bylaws"), recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Book 1587, Page 932, may be amended in accordance with Va. Code Section 55-79.71 and the condominium instruments, which requires agreement of unit owners of units to which two-thirds (2/3) of the votes in the association appertain;

WHEREAS, in order to maintain the primarily owner-occupied status of the Condominium, so as to enhance the market value of the Units therein, to preserve the ability of Owner-Occupants to obtain favorable, owner-occupied mortgage financing for their Units and to maintain the sense of community that can suffer when a disproportionate percentage of Units become occupied by tenants, the Board of Directors, in the best interest of the Association, has proposed amendments to Article 5, Section H(a)(6) of the Bylaws regarding restrictions on leasing of Condominium Units to, among other things, add a restriction limiting the aggregate number of Units that may be leased at any one time as set forth herein; and

WHEREAS, notice having been given, a meeting having been duly called and held and the requisite approval having been obtained.

NOW, THEREFORE, pursuant to the rights given to and reserved by the Association and the Unit Owners to amend the Bylaws and in accordance with the Virginia Condominium Act, Va. Code Ann. Section 55-79.39 *et. seq.*, as amended (the "Act"), the Bylaws are hereby amended as follows:

Article 5, Section H(a)(6) is hereby amended and restated as follows:

(6) No Unit shall be rented for transient or hotel purposes or for an initial period of less than one year. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit shall be rented to or occupied by more persons

than that for which it was intended. The maximum number of Units that may be rented at any one time shall not exceed 12, which is 10% of the number of units in the Condominium (the "Rental Ceiling"). If a person or persons acquire a Unit through inheritance, that person or persons shall be deemed to have owned and occupied that Unit during the period which their decedent owned and occupied the Unit. No Lease entered into after the date of recordation of this Amendment shall be valid unless it has been approved by the Board of Directors prior to the occupancy by the Tenant. The occupancy of a Unit in the Condominium and every Lease shall be deemed to include, and shall be subject to, the Condominium Instruments and any Rules and Regulations, as the same may be amended and a failure to comply thereby shall be deemed a default under any lease. The Board of Directors may suggest or require a standard form lease for use by Unit Owners. Each Unit Owner of a Condominium shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this paragraph, except the restriction against use for hotel or transient purposes, shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

For purposes of this provision, the term "renting," "rental," "rent," "lease" or "leasing" of a Unit means the granting of a right to use or occupy a Unit, for a specified term, or an indefinite term with rent reserved on a periodic basis, in exchange for the payment of rent (that is money, property or other goods or services of value), and the occupancy of a Unit solely by a person or persons other than the Unit Owner, his family or non-business-related guests, whether or not rent is paid; but does not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership, or the occupancy of a Unit by any person who resides in a Unit with the Unit Owner, whether or not rent is charged therefore, or any first deed of trust holder in possession of a Unit following a default under a first deed of trust, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure. The provisions of this subsection shall apply to any Tenant who subleases a Unit or enters into an assignment of a Lease for a Unit.

Except as modified by this Amendment, the Bylaws, as amended, are expressly ratified, affirmed and shall remain in full force and effect.

This Amendment shall be filed in the Clerk's Office of the Circuit Court of the City of Norfolk and attached to the Bylaws of the Association upon recordation.

THE ALGONQUIN ASSOCIATION,

By Harry Carter President

**CERTIFICATION PURSUANT TO
VIRGINIA CODE §55-79.71D**

COMMONWEALTH OF VIRGINIA,
CITY OF NORFOLK, to-wit:

The foregoing instrument was acknowledged before me, the undersigned Notary Public, by HARRY CARTER, President of The Algonquin Association, who did state that the Unit Owners to which at least 2/3 of the aggregate Percentage Interests in the Association appertain agreed to the foregoing amendment or ratifications thereof as evidenced by their signatures on file with the Association.

Given under my hand this 6 day of June, 2005.

[Signature]
Notary Public

My commission expires: 2/28/07

GPIN# (see attached)