

**CORRECTIVE AMENDMENT TO DECLARATION
OF
SOUTHAMPTON AT SALEM SPRINGS, A CONDOMINIUM
(Leasing of Units)**

This AMENDMENT to DECLARATION is made this 11th day of August, 2020, by Southampton at Salem Springs, a Condominium, hereinafter called "the Association."

WITNESSETH

WHEREAS, Dragas Associates, VI, L.C., a Virginia limited liability company (the "Declarant"), submitted to record a Declaration of Condominium of Southampton at Salem Springs, a Condominium (the "Declaration") recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 4373, at Page 0234; and

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

WHEREAS, the Association amended its Declaration of Condominium of Southampton at Salem Springs, a Condominium (the "Amendment") as recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20061117001737310 on November 17, 2006 regarding leasing provisions; and


WHEREAS the Board has determined that the Amendment inadvertently omitted the language necessary to maintain the association's FHA/VA qualification status and that a corrective amendment pursuant to Section 55.1-1934(F) is an appropriate remedy; and

WHEREAS, the Board of Directors have approved the corrective amendment by approval of sixty-six and two thirds percent (66-2/3%) vote of the entire Board of Directors of the Association and have authorized the President to endorse to Corrective Amendment; and

WHEREAS, pursuant to Section 55.1-1934(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;

GPINS: SEE ATTACHED SCHEDULE A

PREPARED BY: INMAN & STRICKLER, P.L.C.
575 LYNNHAVEN PARKWAY, SUITE 200
VIRGINIA BEACH, VA 23452


20200814000728450 1/6
City of Virginia Beach
08/14/2020
09:19:41 AM COR
Tina E. Sinnen, Clerk

RECEIVED
VIRGINIA BEACH CIRCUIT CT
2020 AUG 14 AM 8:46
TINA E. SINNEN, CLERK

NOW, THEREFORE, the Association does hereby amend the Declaration and the Amendment to the Declaration in the following manner:

1. Paragraph 13 of the original Declaration entitled “Leasing of Condominium Units”, shall be deleted in its entirety and replaced with the following language:

A. Restrictions on Leasing Units:

1. The maximum number of Units that may be leased at any time is limited to eleven (11) Units, which may be exceeded only under conditions stated in the 'grandfather' or 'hardship' provisions herein.
2. No unit owner shall rent more than one (1) unit and a unit owner may not avoid this rule by ownership through another entity.
3. All leases shall be for an initial term of not less than twelve (12) consecutive months and not more than three (3) years.
4. The Board of Directors may enact such Rules and Regulations as they deem necessary for the administration of the leasing provisions set forth in the Amendment to the Declaration and any amendments thereto. Such rules and regulations shall not be in conflict with the provisions of the Declaration and Bylaws.
5. Upon recordation of this Amendment (the “Effective Date”), the Board of Directors shall establish a waiting list as described herein to be maintained at the office of the Association.
6. For purposes of this amendment and all purposes under the condominium documents, any person occupying a unit other than the owner(s) when the unit owner is not a resident in the unit shall be deemed a tenant whether or not the occupant is paying rent and regardless of the occupant’s relationship to the owner, provided, however, the Board of Directors shall be authorized to make further rules concerning the definition of tenant.
7. No Unit may be occupied by more than two (2) persons per bedroom.
8. No Unit Owner shall lease his Unit unless at least one of the tenants, who will actually occupy the Unit, is over the age of 21 years.

9. No tenant may sublease to a subtenant without the prior written consent of the Board of Directors, which consent may be withheld in the sole discretion of the Board.

B. Grandfather Provisions:

1. Unit Owners of record with existing leases on the effective date of this Amendment are grandfathered and until their current tenant vacates the Unit shall not be restricted in renting their Units by the limit on the maximum number of Units that may be leased. After the current tenant vacates a grandfathered Unit, the Unit shall be subject to the waiting list procedure with all other Units.

C. Rental Procedures:

1. Any Unit Owner intending to lease the Unit shall submit a written request to the Board of Directors indicating the desire to lease the Unit.
2. The Unit shall not be leased until the Board of Directors responds with written permission to lease the Unit.
3. 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 number of Units leased at the time of the application and other applicable provisions contained in the Declaration and all Amendments thereto.
4. If the maximum number of Units are leased at the time of the request, Unit Owners who are not covered by the grandfather provision will be placed on a waiting list and will be notified when a leasing slot is available.
5. Upon being notified of an available slot, the Unit Owner will then have sixty (60) days to enter into a lease.
6. 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 therefore to the Board of Directors.
7. Any Unit Owner who leases his Unit shall provide to the tenant, at the Unit Owner's expense, a copy of the Association's Declaration, Bylaws and 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 those documents.

8. The Board of Directors may establish reasonable and customary administrative fees in connection with the maintaining of tenant information and the rental waiting list and to offset the added administrative costs associated with the leasing of the Unit, not to exceed the actual cost to the Association for these administrative tasks. Such fees shall be collectable as a special assessment against the unit and its owner who wishes to lease the unit.

D. Hardship Provision:

The Board of Directors may, in its sole discretion, authorize a lease which will exceed the maximum of eleven (11) 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.

E. Penalty for Violation of These Rules:

Any Unit Owner who leases his Unit without written permission of the Board of Directors shall be in violation of the Condominium Instruments of Southampton at Salem Springs Condominium and shall be subject to all fines and suspensions set forth in said Condominium Instruments. The Association shall also have the right to terminate the lease for such Unit and to institute legal proceedings to evict the tenant from occupancy or use of the Unit, provided at least forty-five (45) days written notice of such intent has been provided to the Unit Owner and the tenant thereof.

F. Compliance with VA/FHA Regulations:

This paragraph is intended to comply with the regulations promulgated by the Veterans Administration. Regardless of any other provisions in the Declaration, Bylaws or Rules and Regulations promulgated by the Board of Directors from time to time or any other governing document of the Condominium, there shall be no restriction on the ability of a Unit Owner to lease their Unit if the Unit is encumbered by a mortgage issued or guaranteed by the Veterans Administration (VA). Notwithstanding the foregoing, a Unit encumbered by a mortgage issued or guaranteed by VA shall not be leased for a period of less than twelve (12) months, but there shall not be no maximum lease term. The Board of Directors may establish

reasonable rules concerning the Unit Owner's obligation to provide the Association with information regarding tenants needed to maintain Association records and the Unit Owner's obligation to provide tenants with copies of the Condominium's governing documents.

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

The undersigned President of the Association does hereby certify that this Corrective Amendment has been agreed to by a sixty-six and two thirds percent (66-2/3%) vote of the entire Board of Directors of the Association, as is required by Paragraph 16 of the Association's Declaration, and as evidenced by their signatures on file with the Association.

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

SOUTHAMPTON AT SALEM SPRINGS
CONDOMINIUM ASSOCIATION, INC.

By: Margaret Telesco
Margaret Telesco, President

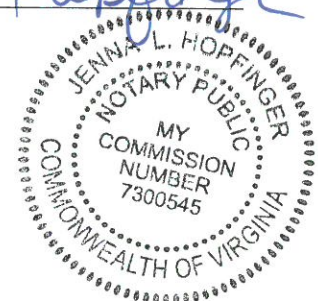
CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55.1-1934

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

The foregoing instrument was acknowledged this 11th day of August, 2020, before me, the undersigned Notary Public, by Margaret Telesco, President of Southampton at Salem Springs Condominium Association, Inc., who did state the requisite number of members of the Board of Directors, had ratified the aforesaid corrective amendment by signing a document so stating.

Jenna L. Hoppinger
Notary Public

My Commission Expires: 4/30/21



SOUTHAMPTON AT SALEM SPRINGS
GPINS

SCHEDULE A

GPIN	PROPERTY
1475 84 1260 1601	1601 Springwater Ct.
1475 84 1260 1600	1600 Springwater Ct.
1475 84 1260 1604	1604 Springwater Ct.
1475 84 1260 1605	1605 Springwater Ct.
1475 84 1260 1608	1608 Springwater Ct.
1475 84 1260 1609	1609 Springwater Ct.
1475 84 1260 1612	1612 Springwater Ct.
1475 84 1260 1613	1613 Springwater Ct.
1475 84 1260 1616	1616 Springwater Ct.
1475 84 1260 1620	1620 Springwater Ct.
1475 84 1260 1624	1624 Springwater Ct.
1475 84 1260 1628	1628 Springwater Ct.
1475 84 1260 1632	1632 Springwater Ct.
1475 84 1260 1636	1636 Springwater Ct.
1475 84 1260 1700	1700 Springs Edge Ct
1475 84 1260 1704	1704 Springs Edge Ct
1475 84 1260 1708	1708 Springs Edge Ct
1475 84 1260 1712	1712 Springs Edge Ct
1475 84 1260 1716	1716 Springs Edge Ct
1475 84 1260 1717	1717 Springs Edge Ct
1475 84 1260 1720	1720 Springs Edge Ct
1475 84 1260 1721	1721 Springs Edge Ct
1475 84 1260 1724	1724 Springs Edge Ct
1475 84 1260 1725	1725 Springs Edge Ct
1475 84 1260 1728	1728 Springs Edge Ct
1475 84 1260 1729	1729 Springs Edge Ct
1475 84 1260 4300	4300 Salem Springs Way
1475 84 1260 4301	4301 Salem Springs Way
1475 84 1260 4304	4304 Salem Springs Way
1475 84 1260 4305	4305 Salem Springs Way
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1475 84 1260 4321	4321 Salem Springs Way
1475 84 1260 4325	4325 Salem Springs Way
1475 84 1260 4329	4329 Salem Springs Way
1475 84 1260 4332	4332 Salem Springs Way
1475 84 1260 4336	4336 Salem Springs Way

GPIN	PROPERTY
1475 84 1260 4340	4340 Salem Springs Way
1475 84 1260 4344	4344 Salem Springs Way
1475 84 1260 4348	4348 Salem Springs Way
1475 84 1260 4349	4349 Salem Springs Way
1475 84 1260 4352	4352 Salem Springs Way
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1475 84 1260 4424	4424 Salem Springs Way
1475 84 1260 4428	4428 Salem Springs Way
1475 84 1260 4429	4429 Salem Springs Way
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1475 84 1260 4441	4441 Salem Springs Way
1475 84 1260 4445	4445 Salem Springs Way
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1475 84 1260 4472	4472 Salem Springs Way
1475 84 1260 4473	4473 Salem Springs Way
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