

**AMENDMENT TO DECLARATION
McVITTY FOREST CONDOMINIUM
UNIT OWNERS ASSOCIATION**

2017

THIS AMENDMENT to the Declaration of McVitty Forest Condominium Unit Owners Association hereby serves to amend the Declaration and its subsequent revisions, all of which are recorded in the land records of the Circuit Court of the County of Roanoke. Those previously recorded documents are as follows:

<u>Document</u>	<u>Date</u>	<u>Recordation</u>
Declaration	July 27, 1998	Deed Book 1586, Page 1917
Amendment to Declaration	April 14, 1999	Deed Book 1617, Page 522
Amendment to Declaration	June 9, 1999	Deed Book 1623, Page 577
Amendment to Declaration	November 3, 2001	Instrument No. 200311472
Amendment to Declaration	April 18, 2006	Instrument No. 200606474
Amendment to Declaration	May 3, 2006	Instrument No. 200606979
Amendment to Declaration	June 2, 2009	Instrument No. 200907635

The Declaration, as amended, is hereby further amended as set forth below:

Article XI, Restrictive Covenants

A. Each Unit and the Common Elements of the Condominium shall be occupied and used as follows:

1. McVitty Forest Condominium shall be restricted to residential use. The Condominium consists of five (5) buildings containing a total of ninety-two (92) units. Ten (10) units, two (2) in each building, shall be available out of the ninety-two units for rental purposes. Any unit owner that wishes to lease his or her unit shall submit an application to the Board of Directors and shall

be permitted to do so unless the limit of two (2) rental units in the owner's building has been met.

The term "owner" for the purpose of this Article and "owner occupancy" shall mean (a) in the case of a unit owned by one or more individuals, any one of the individuals who holds record title to the unit or a parent, grandparent, child, grandchild or sibling of such individual; (b) in the case of a unit owned by an entity, any one of the individuals who holds an ownership interest in the entity; and (c) in the case of a unit owned by a trust or trustee, any one of the individuals who is a trustee or beneficiary of the trust, or the parent, grandparent, child, grandchild or sibling of such individual.

The Association's Board of Directors shall be authorized to approve of a lease for a unit even if it places the building over the two-unit rental limit upon a finding of "special circumstances," such as a job transfer to another city, serious illness or death in the family or other hardship. The Board shall have the authority and flexibility required to address changing membership needs and market factors beyond the Board's control. Speculation purchases shall not qualify for a special circumstance.

The Board shall be authorized to enact rules, regulations and procedures in order to address the application process for the leasing of any unit. Any unit owner that wishes to lease his unit shall deliver to the Association's managing agent and the McVitty Forest Condominium Unit Owners Association the latest VAR Form 2000, Virginia Association of Realtors Residential Lease or a lease prepared by a licensed Virginia attorney containing similar information as the VAR Form 2000. The owner shall also pay an annual registration fee of \$300.00 to the Association for each unit leasing transaction. The lease shall designate the name or names of the person or persons who the unit owner intends to have as a tenant or tenants, together with a written agreement acknowledged and signed by the tenant or tenants that he, she or they are bound by the Covenants, Bylaws and Rules and Regulations of the Association. In the event that such condominium instruments are violated by the unit owner's tenant or tenants and upon notification by the Board, the unit owner shall cause such party or parties to vacate the unit and, in the event that such party or parties do not vacate, the Association shall have the authority to pursue eviction proceedings in the same manner and with the same standing as the landlord unit owner and take whatever measures are necessary to remove the party or parties from the unit. The unit shall be assessed any costs and attorney's fees incurred in the course of such measures.

All leases shall be for a period of twelve (12) months, and may be extended for additional twelve (12) months increments. Unit owners, who are presently leasing, shall be permitted (grandfathered) to lease their units for two (2) years following the approval and recordation of this amendment. Subject to the application process and the permitted number of units available to be rented, each such unit shall be owner-occupied within two (2) years of the date of recordation of this amendment.

The Association shall have the power and authority to enforce the provisions of this Article through any means provided in the Virginia Condominium Act, including the provisions of §55-79.80:2, the Declaration and Bylaws. Any violation charges resulting from lack of compliance with this Article shall be treated as assessments for the purposes of collection and filing of liens. In any action resulting from a violation of this Article the prevailing party shall be entitled to an award of its legal fees and costs.

(Certification on following page.)

CERTIFICATION

I certify that the foregoing amendment to the Declaration was approved and adopted by the requisite majority of the Unit Owners of McVitty Forest Condominium and that they have signed the amendment, attached as Exhibit A.

**McVITTY FOREST CONDOMINIUM UNIT
OWNERS ASSOCIATION**


Candace Springer, President

COMMONWEALTH OF VIRGINIA }

CITY/COUNTY OF ROANOKE } To-wit:

I hereby certify that Candace Springer appeared before me on this 21 day of February, 2017, and executed the foregoing instrument as the President of the McVitty Forest Condominium Unit Owners Association in my presence.


Notary Public

My Commission expires: December 31, 2017.

Notary registration number: 7165558.

