


**AMENDMENT
TO
DECLARATION & BYLAWS
OF**


20140326000259880 1/7
City of Virginia Beach
03/26/2014
10:31:35 AM DECL
Tina E. Sinnen, Clerk

**FIELDSTONE GLEN, A CONDOMINIUM
(Insurance, Quorum)**

THIS AMENDMENT (“Amendment”) to the Declaration & Bylaws of Condominium of **FIELDSTONE GLEN, A CONDOMINIUM** is made this 24th day of March, 2014, by **FIELDSTONE GLEN CONDOMINIUM ASSOCIATION, INC.**, a Virginia non-stock corporation (“Association”).

WHEREAS, Bribra Dam Neck Corp, a Virginia Corporation is the Declarant of a Condominium in the City of Virginia Beach, Virginia, known as Fieldstone Glen, A Condominium, created by the recordation of a Declaration and Bylaws for the Association, which were recorded on December 28, 2006, in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, as Instrument Number 20061228001922610; and

WHEREAS, Section 17 of the Declaration entitled **AMENDMENTS** permits the amendment of the Declaration with at least a two-thirds approval of the Board of Directors and a two-thirds approval of the entire membership of the Association; and

WHEREAS, Article 10 of the Bylaws, titled **AMENDMENT TO BY-LAWS**, permits the amendment of the Bylaws with at least a two-thirds approval of the Board of Directors and a two-thirds approval of the entire membership of the Association; and

WHEREAS, amendments to the Declaration and Bylaws of the Association relating to insurance and quorum requirements have been proposed and approved by the required vote of the Board of Directors and membership of the Association; and

TAX MAP & PARCEL NO.: SEE ATTACHED EXHIBIT A

PREPARED BY
RECEIVED
VIRGINIA BEACH CLERK

2014 MAR 26 AM 8:54

TINA E. SINNEN, CLERK

INMAN & STRICKLER, P.L.C.
GREGORY J. MONTERO, ESQ. (VSB #46382)
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;

NOW THEREFORE, the Declaration and Bylaws of the Association are hereby amended as follows:

1. **Amendments to Declaration re Insurance.** The Declaration of the Association is hereby amended as follows:

A. The existing Section 11.5 of the Declaration shall be amended by adding the following language (in italics) to the end of the existing paragraph:

11.5 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which a Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds. *If the need for such maintenance, repair or replacement is caused by the negligence or wrongful conduct of a Unit Owner, then such Unit Owner shall also be required to pay, or reimburse the Association, the cost of the deductible of the Association's insurance policy which covered such loss.*

B. The existing Section 14.3 of the Declaration shall be deleted in its entirety and replaced with the following:

14.3 UNIT OWNER'S RESPONSIBILITY. Each Unit Owner shall obtain personal insurance for such Unit Owner's benefit, at such Unit Owner's expense, covering all components of the Unit (including, but not limited to, fixtures, wall coverings, appliances, pipes, including water pipes, conduits, wiring, flues, hot water heaters, HVAC equipment which serves only his Unit, and water damage coverage for his Unit and any other Unit, Common Element or Limited Common Element that sustains damage from water emanating from his Unit due to his negligence) and such Unit Owner's personal property and personal liability, as well as any improvements made to the Unit by such Unit Owner (under coverage normally called "improvements and betterments coverage" and commonly referred to as an "HO-6 policy"). Such personal insurance shall also include coverage for "loss assessment" that may be levied by the Association against the Unit Owner (including loss assessment for that

Association insurance deductibles and retentions) and shall provide protections for the Unit Owner for any permitted home business pursuits. The Association shall not be responsible for any claim for loss of business, income, clients, reputation or other loss from a permitted home business use because of any damage or claim (insured or otherwise) to the Common Elements or arising from actions of the Association, the Board of Directors, committee members or the managing agent. A certificate evidencing such insurance shall be provided to the Secretary of the Association or managing agent. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

C. The existing Section 14.4a of the Declaration shall be deleted in its entirety and replaced with the following:

a. The buildings and all other insurable improvements upon the land, including all of the Units (but excluding all components, improvements, fixtures, interior finishes, and personalty contained within a Unit, as defined in this Declaration), Common Elements and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards, as determined by the Association, including, but not limited to, vandalism, malicious mischief, war damage and war risk insurance, if available.

2. **Amendment to Bylaws re Quorum.** The Bylaws of the Association are hereby amended by deleting the existing Section 2.2 of the Bylaws and replacing it with the following:

2.2 QUORUM. The presence, in person or by proxy, of owners having more than fifty percent (50%) of the total votes of the Association shall constitute a quorum. If a quorum is not achieved, the Board of Directors may postpone such meeting to reconvene at a later date (not to exceed 21 days from the date of the postponed meeting) at which reconvened meeting the requirement for a quorum will be the presence, in person or by proxy, of owners having more than thirty-five percent (35%) of the total votes of the Association. If quorum is not achieved at that meeting, the Board of Directors may postpone such meeting to reconvene at a later date (not to exceed 21 days from the date of the meeting just postponed) at which reconvened meeting the requirement for a quorum will be the

presence, in person or by proxy, of owners having more than twenty percent (20%) of the total votes of the Association.

3. No Further Changes. Excepted as specifically amended or modified herein, there are no other changes to the Declaration or Bylaws of the Association, and all other terms, conditions and provisions of the Declaration or Bylaws not specifically amended herein shall remain unaltered and in full force and effect.

The undersigned President of the Association does hereby certify that this Amendment has been agreed to by not less than sixty-six and two thirds percent (66-2/3%) of the Board of Directors and by not less than sixty-six and two thirds percent (66-2/3%) of the votes of the entire membership of the Association, as evidenced by their signatures on file with the Association.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the date first above stated.

FIELDSTONE GLEN CONDOMINIUM ASSOCIATION, INC.
A VIRGINIA CORPORATION

By: *Bernard L. Heffernan, Jr.*
BERNARD L. HEFFERNAN, JR., PRESIDENT

CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55-79.71.F

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

The foregoing instrument was acknowledged before me this 24th day of March, 2014, by Bernard L. Heffernan, Jr., President of FIELDSTONE GLEN CONDOMINIUM ASSOCIATION, INC., a Virginia corporation, on behalf of said corporation, who did state the requisite number of the members of the Board of Directors and owners had ratified the aforesaid amendment by signing a document so stating.

Terr M. Richardson
Notary Public

My Commission Expires: 9/30/2015

Notary Registration No.: 180985

