

ROYAL COURT CONDOMINIUM ASSOCIATION



DECLARATION



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DECLARATION
OF CONDOMINIUM OF
ROYAL COURT ESTATE CONDOMINIUM

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OF CONDOMINIUM OF
ROYAL COURT ESTATE CONDOMINIUM

ARTICLE 1

SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Property. ROYAL COURT, INC., a Virginia Corporation ("Declarant"), owner in fee simple of the land described in EXHIBIT A annexed hereto and submitted herein, located within the City of Virginia Beach, Virginia ("Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging ("Property") to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia, as amended, known as the Virginia Condominium Act ("Condominium Act") and hereby creates with respect to the Property a Condominium containing Five (5) Units in Phase 1, to be known as ROYAL COURT ESTATE CONDOMINIUM ("Condominium"). The Declarant has reserved the right to create an additional FORTY-FIVE (45) Units, or such greater number as may be allowed by the appropriate city, state or federal authorities, on the Convertible land of the Condominium as hereinafter set out.

Section 1.2. Defined Terms. As provided in Section 55-79.50(a) of the Condominium Act, terms not otherwise defined herein or in the Bylaws attached hereto as EXHIBIT C, as the same may be amended from time to time ("Bylaws"), or on the Condominium Plats and Plans attached as EXHIBIT B hereto ("Plats and Plans"), shall have the meanings specified in Section 55-79.41 of the Condominium Act.

ARTICLE 2

BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimensions of Buildings. The location and dimensions of the buildings on the Land are depicted on the Condominium Plats attached as a part of EXHIBIT B hereto.

Section 2.2. Units. The location of Units within the buildings and their dimensions are shown on the Plans attached as a part of EXHIBIT B hereto. Attached as EXHIBIT D hereto is a schedule of all Units, their identifying numbers, respective size and the percentage of Common Element Interest which is appurtenant to each. The size of each Unit is the total number of square feet of floor space contained therein (excluding garage areas),

determined by reference to the dimensions shown on the Plats and Plans and rounded off to a whole number.

Section 2.3. Unit Boundaries. The boundaries of each Unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The horizontal plane which coincides with the unfinished upper surface of the plasterboard or tile of the ceiling. If no plasterboard or tile exists in an area, then the upper horizontal boundary shall be the horizontal plane which coincides with the lower surface of the ceiling trusses.

(2) Lower Boundary: The horizontal plane which coincides with the top surface of the unfinished floor.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Unit shall be the vertical plane which includes the unfinished inner surface of the plasterboard or drywall of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries. If no plasterboard or drywall exists, then the vertical boundary of the Unit shall be the vertical plane which coincides with the inner surface of the wall studs.

(c) Notwithstanding the designation of the Unit boundaries stated above, all lath, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of the Unit, while all other portions of such boundary ceilings, floors or walls shall be deemed a part of the Common elements. All doors and windows appurtenant to or in a Unit, all skylights, interior space, non-bearing wall and non-bearing interior partitions within the Unit shall be deemed a part of that Unit. Except as set forth in subsection (d) below, any other fixtures and improvements within the Unit shall be deemed a part of that Unit. Any portion of a heat pump or other heating and cooling apparatus serving only one Unit which is located outside the Unit is a part of that Unit.

(d) If any portion of a utility system or other apparatus, pipes, chutes, flues, chimneys, ducts, wires, conduits, bearing wall, or bearing columns lies partially within and partially without the designated boundaries of the Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, and any portions thereof serving more than one Unit or the Common elements shall be deemed a part of the Common elements.

Section 2.4. Maintenance Responsibilities.

Notwithstanding the ownership of the various portions of the Common elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Unit owner and the Unit Owners' Association.

Section 2.5. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units is permitted subject to compliance with the provisions therefor in Sections 5.7.1 and 8.5 of the Bylaws and in Section 55-79.69 of the Condominium Act. No Unit may be subdivided so as to make two or more smaller Units.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. General Common Elements. The locations of the Common elements to which each Unit has direct access are shown on the Plats and Plans. The initial allocations as to and interests in the Common elements of each Unit are shown on the attached EXHIBIT D. Upon due recordation of an amendment or amendments to this Declaration and the appropriate plats and plans creating additional Units on the Convertible land as provided for in Article 7 of this Declaration, reallocation of fractional interests in the Common elements and voting rights shall take place pursuant to the Condominium Act Section 55-79.56.

The Common elements of the Condominium consist generally of all of the Property which is so designated herein or on the Exhibits or which is not specifically designated as Units or Limited common elements, and shall include, without limitation, the real property, entrance ways, walkways, private streets, utility lines, pipes and cables serving the Common elements or more than one Unit, any perimeter fence, and all water, sewer and electrical facilities on the Common elements.

Section 3.2. Limited common elements. Limited common elements are a portion of the Property reserved for the exclusive use of one or more but not all of the Unit owners. The locations of the Limited common elements and the Units to which they are appurtenant are shown on EXHIBIT B pursuant to Section 55-79.58(e) of the Condominium Act.

Limited common elements which are appurtenant to a specific Unit are: (a) any shutters, windowboxes, doorsteps, deck, porch, patio, covered entry, exterior stairs, stoop, portion of a sidewalk leading up to a stoop or deck, if any, and the driveway shown adjacent to a Unit. The Limited common element driveways shall be used exclusively by the

owner (and his tenants and guests) of the Unit to which it is appurtenant and shall be used exclusively for parking of operable motor vehicles.

Common elements may be assigned to a Unit as Limited common elements pursuant to Section 55-79.57 of the Condominium Act. All other Limited common elements are shown on the Plats and Plans. Limited common elements may not be reassigned without the written consent of the Declarant until the last Unit is conveyed by the Declarant to an owner. Thereafter, such Limited common elements may only be reassigned in accordance with the Condominium Act.

Section 3.2.1. Parking in Driveways. The use of any Limited common element driveway by the Unit Owner to which same is appurtenant shall be regulated in accordance with the Bylaws and Rules and Regulations as may be adopted by the Board of Directors from time to time.

Section 3.3. Maintenance. The cost of repair, renovation, restoration, and replacement of the various Limited common elements shall be a common expense.

Section 3.3.1. Designation of Reserved Common Elements. The Board of Directors shall have the power in its discretion to: (i) designate from time to time certain Common elements as "Reserved Common Elements"; (ii) grant reserved rights therein to the Unit Owners' Association or to any one or more of the Unit owners; and (iii) establish a reasonable charge to such Unit owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common elements.

Section 3.4. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove, or improve defective, obsolete or non-functional portions of the Common elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

ARTICLE 4

EASEMENTS

In addition to the easements created by Sections 55-79.60 (Easement for encroachments) and 55-79.65 (Easement to facilitate conversion and expansion) of the Condominium Act, the following easements are hereby granted:

Section 4.1. Easement to Facilitate Sales. All Units shall be subject to an easement in favor of the Declarant pursuant to Section 55-79.66 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased

by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect temporary offices on certain Common elements for models, sales, management, customer service, and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit owners other than the Declarant.

Section 4.2. Easement for Access and Support.

(a) Access. The Declarant reserves in favor of the Declarant and the Managing Agent, and/or any other Person authorized by the Board of Directors, the right of access to any Unit as provided in Section 55-79.79 of the Condominium Act and Section 5.9 of the Bylaws. Said right of access is also reserved as above to prevent or abate any violation of the Declaration, Bylaws or any rule or regulation promulgated pursuant thereto. In case of emergency, such entry shall be immediate whether or not the Unit owner is present at the time. Further, until the expiration of the warranty period, such entry shall be permitted to perform warranty related work (for the benefit of the Unit being entered, other Units or the Common elements) whether or not the Unit owner consents or is present at the time. Each Unit owner shall have an unrestricted right of ingress and egress to his or her Unit, with such right being a perpetual appurtenance to such Unit.

(b) Support. Each Unit and Common element shall have an easement for lateral and subjacent support from every other Unit and Common element.

Section 4.3. Declarant's and Board of Director's Right to Grant Easement. The Declarant shall have the unqualified right, prior to the termination of the Declarant Control Period, to grant and reserve easements and right-of-ways through, under, over, and across any portion of the Property, including any of the Convertible and Withdrawable land, for construction purposes, for ingress and egress to and from any parcel, and for the installation, maintenance, and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities. Said easements and right-of-ways may be for the benefit of any portion of the submitted Land or any portion

of the Convertible or Withdrawable land, or for the benefit of any adjacent or proximate property.

The Board of Directors, after termination of the Declarant Control Period, shall have the right to grant and reserve easements and rights-of-way through, under, over, and across the Property for construction purposes, for ingress and egress to and from any parcel, and for the installation, maintenance, and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities, for the benefit of any portion of the property or any portion of any adjacent or proximate property.

Section 4.4. Easement for Pipes, Ducts, Cables, Conduits, Public Utility Lines, and Other Utility Distribution Systems Located Inside Units. Each Unit owner shall have an easement in common with the owners of all other Units to use, and each Unit shall be subject to an easement in favor of all the Unit owners for use and installation of, all pipes, wires, ducts, cables, conduits, public utility lines, and all other utility distribution systems, whether or not Common elements, located in any of the other Units or in any other part of the Condominium, to the extent any such pipe, duct, cable, wire, conduit, public utility line, or other utility distribution system serves any Unit or is necessary for service to any Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair, or replace the Common elements contained therein or elsewhere in the building, subject to such limitations as are set forth in the Bylaws. The easements and rights of access set forth in this paragraph are in addition to those contained in the Condominium Act.

Section 4.5. Easement for Ingress and Egress Through and Use of, Common Elements. Each Unit owner shall have an easement in common with the owners of all other Units for ingress and egress through, and use and enjoyment of, all Common elements, subject to the Bylaws, the rules and regulations, and other restrictions imposed by the Unit Owners' Association. The Common elements shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common elements by Persons lawfully using or entitled to the same, including, without limitation, Officers, employees, and agents of public utility companies in the performance of their duties, subject to the Bylaws, the rules and regulations, and other restrictions imposed by the Unit Owners' Association.

ARTICLE 5

AMENDMENT TO CONDOMINIUM
INSTRUMENTS; REQUIRED CONSENT

No amendment of the Declaration may be made without the prior written approval of the required percentage of Mortgagees where such approval is provided for in Section 8.5 of the Bylaws or where such approval is required elsewhere in the Condominium instruments or by the Condominium Act. No amendment shall be made to any Condominium instrument during the Declarant Control Period without the prior written consent of the Declarant and the Declarant's construction lender, so long as it has a construction loan lien on any portion of the Condominium. No amendment to the Condominium instruments shall diminish or impair the rights of Mortgagees under the Condominium instruments without the prior written consent of all Mortgagees, nor diminish or impair the rights of the Declarant under the Condominium instruments without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any Person hereunder. Except as specifically provided in the Condominium instruments, no provision of the Condominium instruments shall be construed to grant to any Unit owner, or to any other person, any priority over any rights of Mortgagees.

Pursuant to Section 55-79.72 of the Condominium Act, and except as limited herein, any amendment to the Declaration shall be made only upon a vote to which at least two-thirds (2/3) of the votes in the Unit Owners' Association appertain.

The provisions of this Article shall in no way limit the Declarant's right to amend the Declaration pursuant to Section 3.1 (Common Element Interest), Article 7 (Convertible land) and Article 8 (Withdrawable land) hereof.

Regardless of any other provision herein, the Condominium may not be terminated nor may any Condominium instrument be amended without the express written consent of the Declarant so long as the Declarant has the right to create additional Units on any Convertible land as hereafter defined or has the right to contract the Condominium by the withdrawal of any of the Withdrawable land of the Condominium. Further, no easement may be created nor other interest in the Withdrawable land conveyed without the Declarant's prior written consent during said period.

ARTICLE 6

RIGHT TO LEASE OR SELL UNITS

The Declarant shall own in fee simple each Condominium unit to which legal title is not conveyed or otherwise transferred to another Person. The Declarant retains the

right to enter into leases with any Persons for the occupancy of any of the Units owned by the Declarant.

ARTICLE 7

CONVERTIBLE LAND

Section 7.1. Conversion of the Convertible land. The Declarant hereby expressly reserves the option to convert all or any portion of the Convertible land as shown on EXHIBIT B attached into one or more Units and/or Limited common elements. The option to convert the Convertible land shall be without limitation except as hereinbelow provided, and the consent of any owner, or owners, or Mortgagee shall not be required.

Section 7.2. Time Limitation for Conversion. The Declarant shall have a period of five (5) years from the recording of this Declaration within which to exercise the option to convert the Convertible land, and upon the expiration of said five (5) years, said option to convert, if not previously exercised, shall terminate. The option to convert the Convertible land shall not terminate prior to the expiration of said five (5) years.

Section 7.3. Description of the Convertible land; Phasing. The Land which may be converted by the Declarant into Units and/or Limited common elements is also shown on EXHIBIT E attached hereto ("Convertible land"). The Convertible land may be converted in whole or in part, and in phases or otherwise, in any order at the Declarant's discretion, and at such different times as the Declarant sees fit, without limitation, subject only to the five (5) year limitation provided for above. The Declarant shall not be required to convert any of the Convertible land.

Section 7.4. Location of Improvements. In the construction of improvements on any Convertible land, the Declarant will meet all building requirements prescribed by the City of Virginia Beach, Virginia. No further assurances are made or given with regard to limitation upon the location of any improvement.

Section 7.5. Maximum Number of Units. The maximum number of Units which may be created on the Convertible land as an aggregate shall be the greater of 45 or the maximum number of Units allowed by the City of Virginia Beach. At the current time, the City of Virginia Beach will allow 12 Units per acre. These limitations are subject to future changes in the zoning laws.

If a portion of any of the Convertible land, and not the whole, is converted into Units and/or Limited common

elements, then the maximum number of Units to be erected on the said portion of the Convertible land shall not exceed the maximum number of Units per acre permitted under the then current zoning and land use ordinances of the City of Virginia Beach, Virginia.

Section 7.6. Maximum Floor and Land Area of Units; Residential Use. All Units shall be restricted exclusively to residential use and no Unit shall contain a greater land or floor area than is permitted by the zoning and land use ordinances of the City of Virginia Beach, Virginia.

Section 7.7. Compatibility of Structures; Description of Improvements. Any structure erected on the Convertible land shall be compatible with the structures on the other portion of the submitted Land in terms of quality of construction. The Declarant gives no assurances as to the principal materials to be used or the architectural styles of structures which may be erected on the Convertible land. The Declarant may erect additional Units and/or Limited common elements appurtenant thereto on the Convertible land. In addition, the Declarant may erect other improvements such as parking areas, utility installations, recreational facilities and such other ancillary improvements which the Declarant, in its sole discretion, deems necessary to the use and enjoyment of the Units. Units created on Convertible land may vary in Size and amenities.

Section 7.8. Reserved Right to Create Limited common Elements. The Declarant shall have the right, exercisable in its sole discretion, to create Limited common elements within the Convertible land and/or to designate common elements therein which may subsequently be assigned as Limited common elements. Said Limited common elements shall be only those improvements which serve or relate to less than all Units only and which would constitute Limited common elements where they are part of the improvements built on Land other than Convertible land. That is, Limited common elements to be erected on Convertible land shall be of the same nature and type as Limited common elements existing on non-Convertible land as described in the Condominium instruments.

Section 7.9. Reallocation of Common Element Interest; Expenses and Profits. Upon the creation of additional Units upon the Convertible land by recordation of the appropriate instruments in accordance with Section 55-79.61 of the Condominium Act, each Unit in the Condominium shall be reallocated a percentage interest in the Common elements proportionate to its size in accordance with Section 55-79.56(b) of the Condominium Act. Each Unit shall henceforth have an equal vote in the Unit Owners' Association and shall have liability for Common Expenses and a right to Common profits and common assets in proportion to its appurtenant Common Element Interest. Declarant shall pay the expenses of

the Convertible land, and shall be entitled to all profits derived therefrom, until Units are created and sold.

Section 7.10. Commencement of Assessments. Assessments pertaining to any Unit erected on the Convertible land shall not commence to accrue until conversion affecting the Unit takes place by recordation of the appropriate instruments with the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia.

ARTICLE 8

WITHDRAWABLE LAND

Section 8.1. Contraction of the Condominium. The Declarant hereby expressly reserves the option to contract the Condominium by withdrawing certain real property from the Condominium. The option to contract shall be without limitation except as hereinbelow provided, and the consent of any owner, or owners, or Mortgagee shall not be required.

Section 8.2. Time Limitation for Contraction. The Declarant shall have a period of seven (7) years from the recording of this Declaration within which to exercise the option to contract the Condominium, and upon the expiration of said seven (7) years, said option to contract, if not previously exercised, shall terminate. The option to contract the Condominium shall not terminate prior to the expiration of said seven (7) years.

Section 8.3. Description of the Withdrawable land. The land which may be withdrawn from the Condominium is shown on EXHIBIT F attached hereto and designated as Withdrawable land ("Withdrawable land"). Said parcels may be withdrawn and the Condominium may be contracted from time to time in compliance with Sections 55-79.54(d) and 55-79.64 of the Condominium Act without the consent of any Unit owner or Mortgagee. The Declarant expressly reserves the right to withdraw all or any portion of the Withdrawable land at any time, at different times, in any order. The Condominium may be contracted as the Declarant may see fit, without limitation except as expressly provided herein. The Declarant shall not be required to withdraw any of the Withdrawable lands.

Section 8.4. Description of the Non-Withdrawable Land. Except as designated on EXHIBIT F, no other portion of the Condominium shall be subject to withdrawal by the Declarant.

Section 8.5 Subdivision of the Withdrawable Land. The Declarant or its assignee shall have the right to act as attorney-in-fact for all Unit owners and Mortgagees in any resubdivision necessary to accomplish any withdrawal of Withdrawable land, and may execute any necessary and

appropriate resubdivision plats and or subdivision agreement required by the City of Virginia Beach, Virginia. The foregoing shall be strictly construed to protect the rights of the Unit owners.

ARTICLE 9

SPECIAL DECLARANT RIGHTS; TRANSFER

Section 9.1. Special declarant rights. Special declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Condominium Act and the Condominium instruments, and shall include, without limitation, the following rights: (a) to complete improvements indicated on the Plats and Plans filed with the Declaration; (b) to maintain sales offices, management offices, customer service offices, signs advertising the Condominium, and models; (c) to use easements through the Common elements for the purpose of making improvements within the Condominium; and (d) to appoint or remove any officer of the Unit Owners' Association or director during the Declarant Control Period.

Section 9.2. Transfer of Special declarant rights.

(a) No Special declarant rights created or reserved under the Condominium Act or as provided for in the Condominium instruments may be transferred except by an instrument evidencing the transfer recorded in the land records where the Condominium instruments are recorded. The instrument is not effective unless executed by the transferor and transferee.

(b) Upon transfer of any Special declarant right, the liability of a transferor Declarant is as follows:

(1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him by the Condominium Act. Lack of privity (direct contractual relationship) does not deprive any Unit owner of standing to bring an action to enforce any obligation of the transferor.

(2) If the successor to any Special declarant right is an affiliate of a Declarant, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which relates to the Condominium.

(3) If a transferor retains any Special declarant rights, but transfers other Special declarant rights to a successor who is not an affiliate of the Declarant, the transferor is also liable for any obligations and liabilities relating to the retained Special declarant rights, imposed on

declarant by the Condominium Act or by the Condominium instruments arising after the transfer.

(4) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a Special declarant right by a successor Declarant who is not an affiliate of the transferor.

(c) Unless otherwise provided in the Mortgage, in case of foreclosure of the Mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under Bankruptcy Code or receivership proceedings, of any Units owned by a Declarant in the Condominium, a person acquiring title to all the Units, being foreclosed or sold, but only upon his request, succeeds to all Special declarant rights related to such Units or Land, or only to any rights reserved in the Condominium instruments to maintain models, sales offices, customer service offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special declarant rights requested.

(d) Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under Bankruptcy Code or receivership proceedings, of all Units and other land in a Condominium owned by a declarant: (1) the Declarant ceases to have any Special declarant rights, and (2) the Declarant Control Period as provided in the Condominium Act terminates unless the judgment or instrument conveying title provides for transfer of all Special declarant rights held by that declarant to a successor declarant.

(e) The liabilities and obligations of Persons who succeed to Special declarant rights are as follows:

(1) A successor to any Special declarant right who is an affiliate of a Declarant is subject to all obligations and liabilities imposed on any declarant by the Condominium Act or by the Condominium instruments.

(2) A successor to any special declarant other than a successor described in paragraphs (3) or (4) of this subsection, who is not an affiliate of the Declarant, is subject to all obligations and liabilities imposed by the Condominium Act or the Condominium instruments: (A) on a declarant which relate to his exercise or nonexercise of Special declarant rights; or (B) on the transferor, other than: (i) misrepresentations by any previous Declarant; (ii) warranty obligations on improvements made by any previous Declarant, or made before the Condominium was created; (iii) breach of any fiduciary obligation by any previous Declarant or appointees to the Board of Directors; or (iv) any

liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(3) A successor to only a right reserved in the Condominium instruments to maintain models, sales offices, customer service offices and signs, if he is not an affiliate of a Declarant, may not exercise any other Special declarant right, and is not subject to any liability or obligation as a Declarant, except the obligation to provide a public offering statement and any liability arising as a result thereof.

(4) A successor to all Special declarant rights held by the transferor who is not an affiliate of that Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under subsection (c), may declare the intention in a recorded instrument to hold those rights solely for transfer to another Person. Thereafter, until transferring all Special declarant rights to any person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held by the transferor to control the Board of Directors in accordance with the provisions of the Condominium Act and the Condominium instruments for the duration of any Declarant Control Period, and any attempted exercise of those rights is void. So long as a successor declarant may not exercise Special declarant rights under this subsection, he is not subject to any liability or obligation as a Declarant other than liability for the successor's acts and omissions under Section 55-79.74 of the Condominium Act.

(f) Nothing in this Article subjects any successor to a Special declarant right to any claims against or other obligations of a transferor declarant, other than claims and obligations arising under the Condominium Act or the Condominium instruments.

ARTICLE 10

CONTROL BY THE DECLARANT

Notwithstanding anything contained in the Bylaws to the contrary, the Declarant, or a managing agent or some other Person or Persons selected or to be selected by the Declarant, is authorized to appoint and remove all of the Officers or the Unit Owners' Association and/or its Board of Directors, and to exercise powers and responsibilities otherwise assigned by these Condominium instruments and by the Condominium Act to the Unit Owners' Association, their Officers, or the Board of Directors, for a period of Three (3) years, or until Units to which three-fourths (3/4) of the

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undivided interest in the Common elements appertain have been conveyed, whichever occurs first.

The Declarant shall, until there is an Association with Officers, have the power and the responsibility to act in all instances where the Condominium Act requires action by the Unit Owners' Association, its Board of Directors, or any Officer or Officers or until the period of control contemplated by the foregoing paragraph expires, whichever occurs first.

ARTICLE 11

NO OBLIGATIONS

Nothing contained in the Condominium instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, renovate or provide any improvements except to the extent required by the Condominium Act.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its authorized representative this 26th day of June, 1990.

ROYAL COURT, INC.
a Virginia corporation,

By: Donald L. Moore (SEAL)
Donald L. Moore, President

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to wit:

The foregoing instrument was acknowledged before me this 26th day of June, 1990, by Donald L. Moore, as President of ROYAL COURT, INC., a Virginia corporation, on behalf of the corporation.

Susan J. White (SEAL)
Notary Public

My Commission Expires:

3/10/91

jbh/condo/ryl.doc

EXHIBIT A

LAND

ALL THAT certain lot, piece or parcel of land, situate, lying and being in the City of Virginia Beach, Virginia, shown and designated as "Parcel 4A Area = 5.930 AC." as shown on that certain plat entitled, "SUBDIVISION OF ROYAL COURT, LYNNHAVEN BOROUGH, VIRGINIA BEACH, VIRGINIA", which said plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 197, at Pages 78 and 79.

BK 2920 PG 1452
EXHIBIT D

Each Unit is allocated an undivided interest in the Common Elements proportionate to its size as set forth in the table below and described in the Declaration:

| <u>Unit number</u> | <u>Size Area in sq. ft.</u> | <u>% Common Element Interest</u> |
|--------------------|-----------------------------|--|
| BUILDING J | | |
| 46 | 2,458 | 18.17 |
| 47 | 2,870 | 21.22 |
| 48 | 2,870 | 21.22 |
| 49 | 2,870 | 21.22 |
| 50 | 2,458 | 18.17 |
| TOTALS: | | 100.0000% |

BK 2920 PG 1454

EXHIBIT E

CONVERTIBLE LAND

ALL THAT certain lot, piece or parcel of land, situate, lying and being in the City of Virginia Beach, Virginia, shown and designated as "CONVERTIBLE AND WITHDRAWABLE LAND AREA = 5.142 ACRES" on that certain plat entitled, "CONDOMINIUM PLAT OF ROYAL COURT ESTATE CONDOMINIUM, LYNNHAVEN BOROUGH, VIRGINIA BEACH, VIRGINIA", which said plat is recorded as an exhibit to the Declaration herewith.

Map Book 204 Pgs. 77-81.

BK 2920 PG 1454

EXHIBIT E

CONVERTIBLE LAND

ALL THAT certain lot, piece or parcel of land, situate, lying and being in the City of Virginia Beach, Virginia, shown and designated as "CONVERTIBLE AND WITHDRAWABLE LAND AREA = 5.142 ACRES" on that certain plat entitled, "CONDOMINIUM PLAT OF ROYAL COURT ESTATE CONDOMINIUM, LYNNHAVEN BOROUGH, VIRGINIA BEACH, VIRGINIA", which said plat is recorded as an exhibit to the Declaration herewith.

Map Book. 204. Pgs. 77-81.

BK 2920 PG 1454

EXHIBIT E

CONVERTIBLE LAND

ALL THAT certain lot, piece or parcel of land, situate, lying and being in the City of Virginia Beach, Virginia, shown and designated as "CONVERTIBLE AND WITHDRAWABLE LAND AREA = 5.142 ACRES" on that certain plat entitled, "CONDOMINIUM PLAT OF ROYAL COURT ESTATE CONDOMINIUM, LYNNHAVEN BOROUGH, VIRGINIA BEACH, VIRGINIA", which said plat is recorded as an exhibit to the Declaration herewith.

Map Book. 204. Pgs. 77-81.

EXHIBIT F

WITHDRAWABLE LAND

ALL THAT certain lot, piece or parcel of land, situate, lying and being in the City of Virginia Beach, Virginia, shown and designated as "CONVERTIBLE AND WITHDRAWABLE LAND AREA = 5.142 ACRES" on that certain plat entitled, "CONDOMINIUM PLAT OF ROYAL COURT ESTATE CONDOMINIUM, LYNNHAVEN BOROUGH, VIRGINIA BEACH, VIRGINIA", which said plat is recorded as an exhibit to the Declaration herewith.

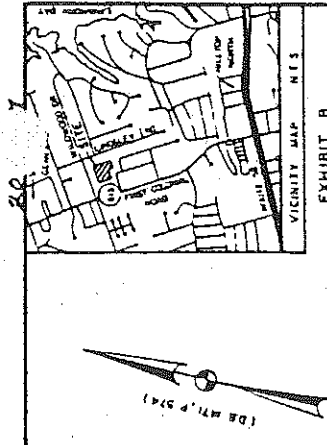


EXHIBIT B

I, W. COCKELL, A DAILY REGISTERED LAND SURVEYOR DO
HEREBY CERTIFY THAT THESE PLATS ARE ACCURATE AND COMPLY
WITH THE REQUIREMENTS OF THE VIRGINIA CONDOMINIUM ACT
AS AMENDED AND THAT ALL UNITS OR PORTIONS THEREOF
DEPicted HEREON HAVE BEEN SUBSTANTIALLY COMPLETED

SIGNED: *[Signature]* DATE: 6-25-94
W. COCKELL, LAND SURVEYOR NO 1387

| NO | DELTA | RADIUS | LENGTH | TANGENT |
|----|-------------|---------|--------|---------|
| 1 | 91° 20' 18" | 10.00' | 13.94' | 10.24' |
| 2 | 07° 26' 00" | 178.43' | 23.15' | 11.59' |
| 3 | 07° 26' 00" | 178.43' | 23.15' | 11.59' |

NOTE:
IN ADDITION TO THE EASEMENTS INDICATED HEREON,
THE FOLLOWING EASEMENTS AFFECT THIS PROPERTY
DB 784,735 (VIRGINIA POWER EASEMENT)

TOTAL AREA = 5.930 ACRES

VIRGINIA
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA IN EACH
COUNTY OF THE STATE OF VIRGINIA, ON THIS 28th DAY OF JUNE 1994, HIS PLAT WAS RECEIVED
AND ADMITTED TO RECORD IN MAP BOOK PAGE 17

[Signature]
CLERK

CONDOMINIUM
PLATS OF
ROYAL COURT ESTATE CONDOMINIUM

LYNNHAVEN ESTATE, VIRGINIA BEACH, VIRGINIA

Talbot & Associates, Ltd.
Surveyors & Engineers, Inc. • Newport News, VA • 23606
Virginia License No. 1-473

SHEET 1 OF 5



NOTE:
THE PURPOSE OF THIS PLAT IS TO PROVIDE DEFINITION OF
EXHIBIT LINES FOR COORDINATION WITH PROJECT CONDOMINIUM
DOCUMENTS. THIS IS NOT A SUBDIVISION.

SUBDIVISION OF PROPERTY OF
JOHN W. POTTER

(M.B. 34, P. 11), (M.B. 38, P. 33), (M.B. 81, P. 81)

LOT A

LOT B

LOT C

LOT D

LOT E

LOT F

EXISTING 10' UTILITY & DRAINAGE EASEMENT
(M.B. 34, P. 11), (M.B. 38, P. 33)

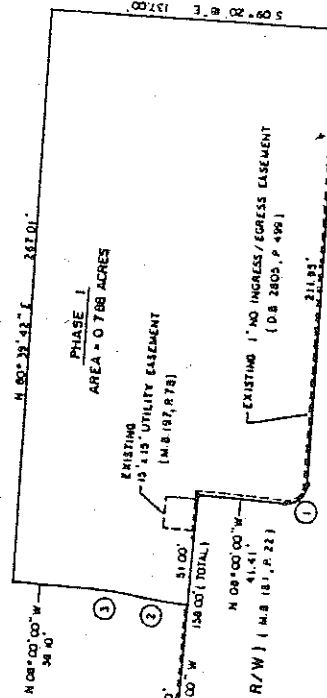
HOW ON FORMERLY
SHELDON COMPANY, INC.
(DB 235, P. 21)
(M.B. 170, P. 21)

CONVERTIBLE AND WITHDRAWABLE LAND

AREA = 5.142 ACRES

PARCEL 5
(DB 2400, P. 499)

SUBDIVISION OF
ROYAL COURT
(DB 2874, P. 945)



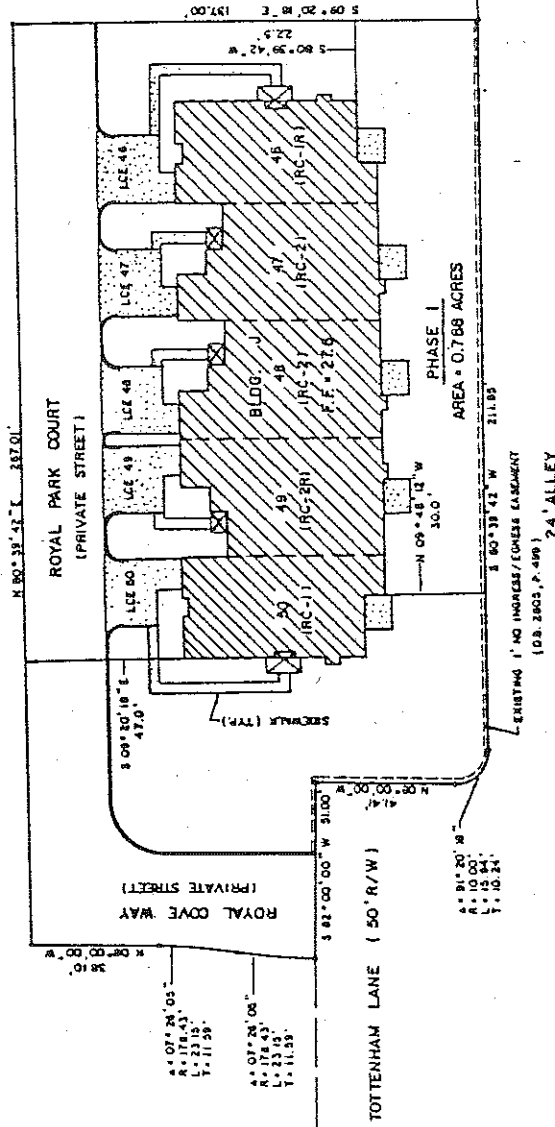
TOTTENHAM LANE (50' R/W) (M.B. 181, P. 22)

24' ALLEY (M.B. 181, P. 22)

| BLDG. | MODEL | UNIT | UNIT ADDRESS | OPIN |
|-------|-------|------|-----------------------|-------------------|
| J | RC-1R | 48 | 1721 ROYAL PARK COURT | 2408-82-9346-2200 |
| J | RC-1 | 47 | 1725 ROYAL PARK COURT | 2408-82-9346-2800 |
| J | RC-2 | 48 | 1729 ROYAL PARK COURT | 2408-82-9346-2600 |
| J | RC-2R | 48 | 1733 ROYAL PARK COURT | 2408-82-9346-2300 |
| J | RC-1 | 50 | 1737 ROYAL PARK COURT | 2408-82-9346-2100 |

- NOTES:
1. FT. FINISHED FLOOR ELEVATION BASED ON U.S.C. & G. DATUM 0.00' MEAN SEA LEVEL.
 2. ALL BUILDING DIMENSIONS SHOWN HEREON ARE EXTERIOR DIMENSIONS AND ARE IN FEET.
 3. THE DESIGNATION UNIT AREA IS SUPERSEDED BY THE ACTUAL MEASURED AREA. THE MEASURED AREA SHALL BE THE BASIS FOR THE UNIT AREA. THE MEASURED AREA SHALL BE THE BASIS FOR THE UNIT AREA.
 4. SEE PLANS FOR EXTERIOR DIMENSIONS.

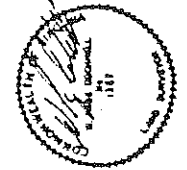
CONVERTIBLE AND WITHDRAWABLE LAND



- LEGEND
- UNIT AREA
 - COMMON ELEMENTS
 - UNITED COMMON ELEMENTS APPURTENANT TO UNITS WITHIN ACCESS
 - APPROXIMATE LOCATION OF CENTERLINE OF COMMON WALL BETWEEN UNITS
 - LEE LIMITED COMMON ELEMENT

I, W. PAUL COCHRAN, A DULY REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THESE PLATS ARE ACCURATE AND COMPLY WITH SECTION 33, 39, 40 OF THE CODE OF VIRGINIA, 1950 AS AMENDED AND THAT ALL UNITS OF COMMON AREAS THEREOF DEPICTED HEREON HAVE BEEN MEASURED AND COMPLETED.

SIGNED: *W. Paul Cochran* DATE: 1-24-80
W. PAUL COCHRAN, LAND SURVEYOR NO. 1347



SHEET 2 OF 5

Talbot & Associates, Ltd.
Surveyors & Engineers
Virginia Beach, VA • Newport News, VA • Norfolk, VA

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH,
VIRGINIA, ON THIS 28th DAY OF January, 1980 THIS PLAT WAS RECEIVED
AND ADMITTED TO RECORD IN MAP BOOK NO. 78

TESTED BY: *Robert J. Smith* CLERK
Robert J. Smith

CONDOMINIUM/PLATS OF
ROYAL COURT ESTATE CONDOMINIUM
LYNNHAVEN BOROUGH, VIRGINIA BEACH, VIRGINIA

| | |
|---------------------|-----------------|
| DRAWN BY: R.L.L. | DATE: 03-80 |
| CHECKED BY: C.L.H. | DATE: 03-80 |
| DATE: 03-80 | DATE: 03-80 |
| PROJECT NO: 8812811 | SCALE: 1" = 20' |
| PLAT NO: 1-7-473 | |



LYNNHAVEN BOFLOUGH, VIRGINIA BEACH, VIRGINIA

| | | | |
|----------------------|---------|---------|---------|
| UNIVERSITY | WY1 | DATE | 10-2-89 |
| UNIVERSITY OF CALIF. | DATE | 10-3-89 | |
| CONF CODE | N/A | DATE | |
| ENG CODE | | DATE | |
| DEPT. HEAD | W.P.S. | DATE | |
| PROJECT NO. | 881263A | | |
| SCALE | N.T.S. | | |

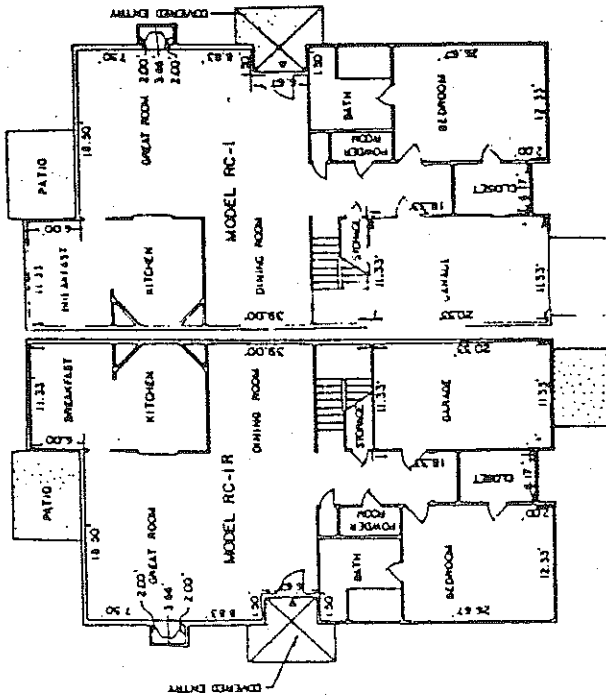
Talbot & Associates, Ltd.

TESTE: *Donna F. [Signature]* CLERK

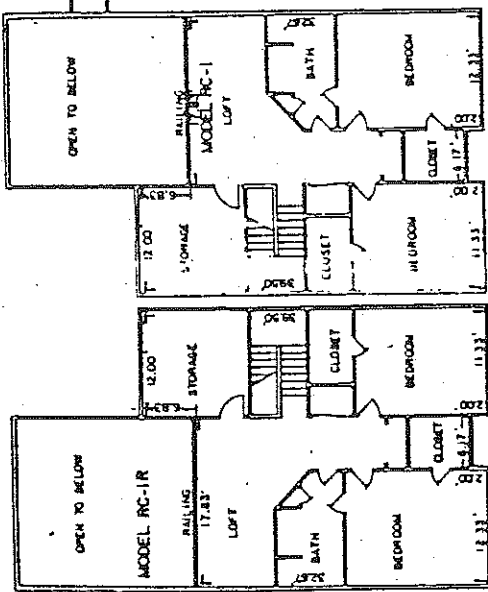
THE UNDERSIGNED CERTIFIES THAT THESE PLANS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.28 (1) OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON AND ALL COMMON ELEMENTS HAVE BEEN SUBSTANTIALLY COMPLETED.

Richard L. Bowie
RICHARD L. BOWIE, PE

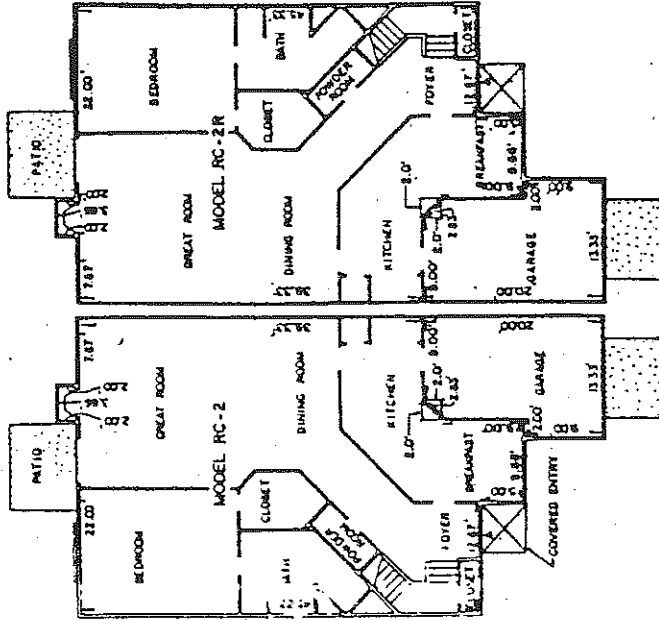
WICHARD L. BOWIE, JR.



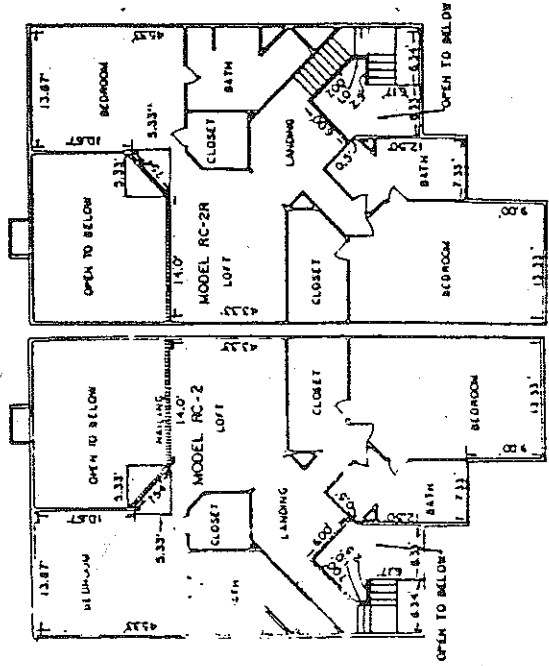
FIRST FLOOR PLAN (TYPICAL UNIT PLAN - MODEL RC-1-1)



SECOND FLOOR (TYPICAL UNIT PLAN - MODEL RC-1-1)
MODEL RC-1 CONTAINS A TOTAL FLOOR SPACE OF 2458 SQ. FT.



FIRST FLOOR (TYPICAL UNIT PLAN - MODEL RC-2-1)
MODEL RC-2 CONTAINS A TOTAL FLOOR SPACE OF 2870 SQ. FT.



SECOND FLOOR (TYPICAL UNIT PLAN - MODEL RC-2-1)

NOTES

1. LIMITED COMMON ELEMENTS APPURTENANT TO UNITS WITHIN ACCESS.
2. A. DEMONSTRATES MAIN ENTRANCE.
3. THE DIMENSIONS HEREON ARE TYPICAL OF SIMILAR TYPES UNLESS OTHERWISE SHOWN.
4. ALL UNIT DIMENSIONS SHOWN ARE INTERIOR DIMENSIONS AND ARE IN FEET.
5. THE PORTION OF THE IMPROVEMENTS DESIGNATED AS A UNIT IS SUBJECT TO THE DEFINITION OF THE TERM UNIT IN THE DECLARATION, EXTERIOR WALLS AND LOAD BEARING INTERIOR WALLS, COLUMNS AND FLOORS ARE NOT PART OF THE UNIT.
6. INTERIOR UNIT CONFIGURATION AND PARTITIONS AS DEPICTED ARE FOR THE PURPOSE OF ILLUSTRATION ONLY AND MAY NOT REPRESENT THE INTERIOR OF A UNIT AS ACTUALLY BUILT.
7. IN ACCORDANCE WITH THE DECLARATION, FLOOR SPACE DOES NOT INCLUDE GARAGE AREA.

"ALL UNLAWFUL CERTIFIES THAT THESE PLANS ARE ACCURATE AND CORRECTLY REPRESENT THE ACTUAL CONSTRUCTION OF THE UNIT. THE ARCHITECT HAS BEEN ADVISED BY THE OWNER THAT THE PLANS HAVE BEEN REVIEWED BY THE CITY OF VIRGINIA BEACH AND ADMITTED TO RECORD IN MAP ATTACHE 322."

Richard L. Bowie, P.E.

IN THE CLERK'S OFFICE OF THE VIRGINIA COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA, ON THIS 19th DAY OF April, 1980, THIS PLAN WAS RECEIVED AND ADMITTED TO RECORD IN MAP ATTACHE 322.

TESTE: *Richard L. Bowie, P.E.* CLERK

SHEET 4 OF 5



Richard L. Bowie & Associates, Ltd.
Virginia Beach, Va. • Chesapeake Beach, Va. • Arlington, Va.

| | |
|----------------------|---------------------|
| OWNER: R.L. BOWIE | DATE: 10/2/79 |
| DESIGNER: R.L. BOWIE | DATE: 10/2/79 |
| DATE: 10/2/79 | DATE: 10/2/79 |
| PROJECT NO.: 841233 | SCALE: 1/4" = 1'-0" |
| PLS. NO.: A-7-873 | |

CONDOMINIUM PLANS
OF
ROYAL COURT ESTATE CONDOMINIUM
LYNNHURST BOROUGH, VIRGINIA BEACH, VIRGINIA

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BLACH,
VIRGINIA, ON THE 10th DAY OF June, 1990, HIS PLAT WAS RECEIVED
AND ADMITTED TO RECORD IN MAY 100-2087 AT PAGE 8

115116 Burt's ~~Int.~~ CLARK

SHEET 8 OF 8

THE UNDERSIGNED CERTIFIES THAT THESE PLANS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-75.2(a) OF THE CODE OF VIRGINIA, 1960, AS AMENDED, AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON AND ALL COMMON ELEMENTS HAVE BEEN

[Handwritten signature]

Talbot Associates, Ltd.
Talbot Associates, Ltd. is a subsidiary of Talbot Corporation, a public company listed on the New York Stock Exchange.

[illegible]

CONDOMINIUM PLANS OF
OF
ROYAL COURT ESTATE CONDOMINIUM

BK 2934 PG 1925
EXHIBIT A

CERTIFICATION

This certification is made this 23rd day of August, 1990,
by Donald L. MOORE, President of Royal Court Condominium
Association, a Virginia non-stock corporation.

W I T N E S S E T H:

The undersigned certifies that he is the principal
officer of Royal Court Condominium Association (the
"Association") and that the required majority of Unit owners
of the Association have agreed to the Amendment to the
Declaration and Exhibits thereto as are set forth in that
certain document entitled "FIRST AMENDMENT TO THE DECLARATION
OF CONDOMINIUM OF ROYAL COURT ESTATE CONDOMINIUM CREATING AND
ASSIGNING LIMITED COMMON ELEMENT LAND; AMENDING THE
DESCRIPTION OF LIMITED COMMON ELEMENTS AND COMMON ELEMENTS,
dated of even date herewith and to which this certification
is attached as an exhibit.

Donald L. Moore (SEAL)
Donald L. Moore, President,
Royal Court Condominium Association

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me in
my City and State aforesaid by Donald L. Moore, President of
Royal Court Condominium Association, a Virginia non-stock
corporation, on behalf of said corporation, duly authorized,
this 23rd day of August, 1990.

Betty M. Silver (SEAL)
Notary Public

My commission expires: 10/31/93

21 REV. 3/85

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 28 day
of Aug. 19 90 at 3:26, this instrument was received and upon the
certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code,
has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: Rose C. Catalano D. C.

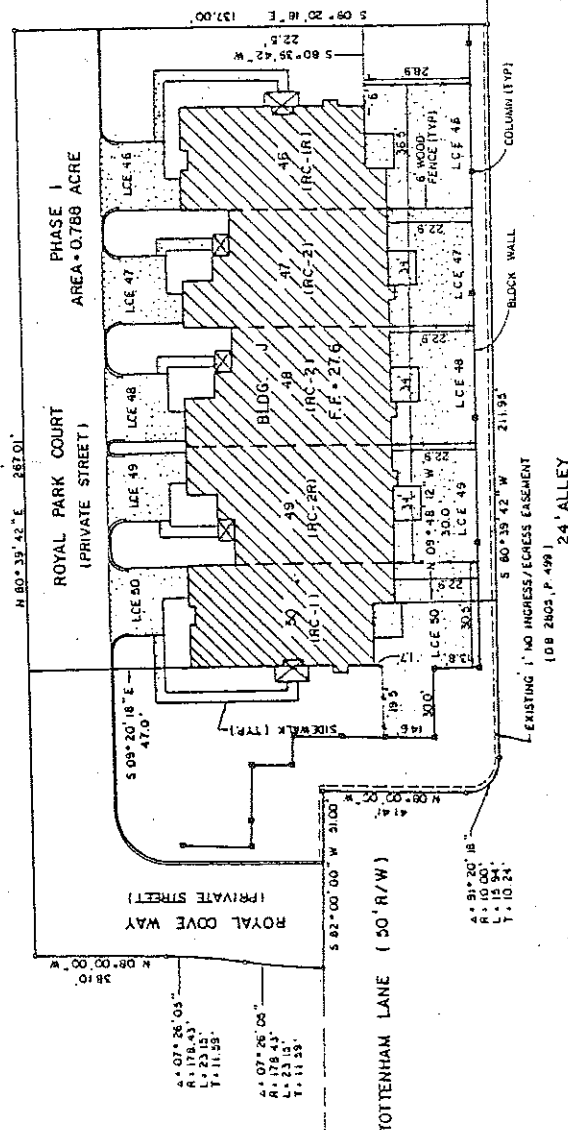
206-50

| BLDG. | MODEL | UNIT | UNIT ADDRESS | GPIN |
|-------|-------|------|-----------------------|-------------------|
| J | RC-1A | 46 | 1721 ROYAL PARK COURT | 2408-62-9343-2500 |
| J | RC-2 | 47 | 1723 ROYAL PARK COURT | 2408-62-9345-2510 |
| J | RC-2 | 48 | 1729 ROYAL PARK COURT | 2408-62-9345-2520 |
| J | RC-2R | 49 | 1733 ROYAL PARK COURT | 2408-62-9345-2530 |
| J | RC-1 | 50 | 1737 ROYAL PARK COURT | 2408-62-9345-2540 |

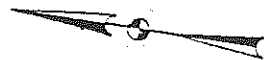
NOTES:

1. F.F. - FINISHED FLOOR ELEVATION BASED ON U.S.C. & G. DATUM 100' - MEAN SEA LEVEL.
2. ALL BUILDING DIMENSIONS SHOWN HEREON ARE EXTERIOR DIMENSIONS AND ARE IN FEET.
3. THE DESIGNATION UNIT AREA IS SUPERSEDED BY THE DECLARATION AND IS NOT INTENDED TO IMPLY THAT THE EXTERIOR WALLS, TERRACE WALLS AND OTHER COMMON ELEMENTS ARE UNIT AREA.
4. SEE PLANS FOR EXTERIOR DIMENSIONS.

CONVERTIBLE AND WITHDRAWABLE LAND



TYPICAL DIMENSIONS



NOTE: THIS AMENDED PLAT SUPERSEDES PLAT RECORDED IN W.B. 204, P. 778

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA, ON THE 28th day of August, 1980, THIS PLAT WAS RECEIVED AND ADMITTED TO RECORD IN MAP BOOK 204 AT PAGE 778.

TESTED BY: *Robert J. Smith*

I, W. PAUL COCKRELL, A DULY REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES INTO ACCORDANCE WITH THE ACTS OF THE GENERAL ASSEMBLY OF THE STATE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED *W. Paul Cockrell* DATE: 8-27-80
W. PAUL COCKRELL, LAND SURVEYOR NO. 1367



Talbot & Associates, Ltd.
Virginia Beach, VA • Newport News, VA • Norfolk, VA

| | |
|---------------|---------------|
| DATE: 8-21-80 | DATE: 8-21-80 |
| DATE: 8-21-80 | DATE: 8-21-80 |
| DATE: 8-21-80 | DATE: 8-21-80 |
| DATE: 8-21-80 | DATE: 8-21-80 |
| DATE: 8-21-80 | DATE: 8-21-80 |
| DATE: 8-21-80 | DATE: 8-21-80 |
| DATE: 8-21-80 | DATE: 8-21-80 |
| DATE: 8-21-80 | DATE: 8-21-80 |
| DATE: 8-21-80 | DATE: 8-21-80 |
| DATE: 8-21-80 | DATE: 8-21-80 |

AMENDED
CONDOMINIUM PLATS OF
ROYAL COURT ESTATE CONDOMINIUM

LITNHHAVEN BOROUGH, VIRGINIA BEACH, VIRGINIA

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF ROYAL COURT ESTATE CONDOMINIUM CREATING AND
ASSIGNING LIMITED COMMON ELEMENT LAND; AMENDING
THE DESCRIPTION OF LIMITED COMMON ELEMENTS AND
COMMON ELEMENTS

THIS FIRST AMENDMENT OF DECLARATION OF CONDOMINIUM made this 22nd day of August, 1990, by ROYAL COURT, INC., a Virginia corporation, (the "Declarant"), ROYAL COURT CONDOMINIUM ASSOCIATION (the "Association"), John J. BAILEY, Jr. and Phyllis L. BAILEY, husband and wife (the "Baileys"), CENTRAL FIDELITY BANK a Virginia banking corporation, ("CFB"), and NCNB MORTGAGE Corporation, a North Carolina corporation, ("NCNB"). *MB 206, P. 50-55*

W I T N E S S E T H :

WHEREAS, by that certain Declaration of Condominium dated June 26, 1990, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 2920, at page 1434 (the "Declaration"), the Declarant did subject certain real property situate, lying and being in the City of Virginia Beach, Virginia, and described in said Declaration to condominium ownership pursuant to the Condominium Act of the Commonwealth of Virginia, Title 55, Section 55-79.39 et seq., Code of Virginia of 1950, as amended (the "Condominium Act"), under the name of ROYAL COURT ESTATE CONDOMINIUM (the "Condominium"); and

WHEREAS, the Declaration provides that Declarant may upon the prior written approval of the Unit Owners, a required percentage of the Mortgagees (51%), and the Construction Lender make such amendments to the Declaration as deemed expedient and necessary, all subject to the terms and provisions thereof, and to the terms and provision of the Condominium Act; and

WHEREAS, the Declarant and the Baileys are the owners of all units in the Condominium; and

WHEREAS, CFB is the Declarant's Construction Lender; and

WHEREAS, NCNB and CFB are all of the Mortgagees of the units in the Condominium; and

WHEREAS, the Declarant, the Baileys and the Association, with the consent of the Mortgagees, desire to amend the Declaration concerning the description of limited common elements and to designate certain common elements, not previously assigned, to be limited common elements and to assign the same to specific units as hereinafter set forth, pursuant to the Condominium Act and Article 5 of the Declaration; and

NOW, THEREFORE, pursuant to and in accordance with Article 5 of the Declaration, and §§ 55-79.57 and 55-79.72 of the Condominium Act, the Declarant, the Baileys, and the Association with the consent of the Mortgagees, do hereby amend the Condominium Declaration as follows:

1. AMENDMENT OF DECLARATION, ARTICLE III, SECTION 3.2.

Article III, Section 3.2 of the Declaration is deleted in its entirety and the following is substituted in its place:

Section 3.2. Limited common elements. Limited common elements are a portion of the Property reserved for the exclusive use of one or more but not all of the Unit owners. The locations of the Limited common elements and the Units to which they are appurtenant are shown on EXHIBIT B pursuant to Section 55-79.58(e) of the Condominium Act.

Limited common elements which are appurtenant to a specific Unit are: (a) any shutters, windowboxes, doorsteps, deck, porch, patio, covered entry, exterior stairs, stoop, portion of a sidewalk leading up to a stoop or deck, land designated as such on the Plats and Plans, if any, and the driveway shown adjacent to a Unit. The Limited common element driveways shall be used exclusively by the owner (and his tenants and guests) of the Unit to which it is appurtenant and shall be used exclusively for parking of operable motor vehicles.

Common elements may be assigned to a Unit as Limited common elements pursuant to Section 55-79.57 of the Condominium Act. All other Limited common elements are shown on the Plats and Plans. Limited common elements may not be reassigned without the written consent of the Declarant until the last Unit is conveyed by the Declarant to an owner. Thereafter, such Limited common elements may only be reassigned in accordance with the Condominium Act.

2. AMENDMENT OF DECLARATION, ARTICLE III, SECTION 3.2.1.

Article III, Section 3.2.1 of the Declaration is deleted in its entirety and the following is substituted in its place:

Section 3.2.1 Parking. The use of any Limited common element driveway by the Unit owner to which the same is appurtenant, and the use of general common element parking spaces, shall be regulated in accordance with the Bylaws and Rules and Regulations as may be adopted by the Board of Directors from time to time.

3. AMENDMENT OF EXHIBIT B TO THE DECLARATION

Sheet 2 of 5 of Exhibit B to the Declaration entitled "Condominium Plats of Royal Court Estate Condominium" is

deleted in its entirety and Exhibit B, attached hereto and entitled "Amended Condominium Plat of Royal Court Estate Condominium" which is a replacement sheet 2 of 5, is substituted in its place.

4. LIMITED COMMON ELEMENTS.

The Limited common elements created hereby and shown on EXHIBIT B pursuant to Section 55-79.58(e) of the Condominium Act, are hereby assigned to those Units of which they are appurtenant as designated on said plat. In addition to the limited common elements which existed prior to this amendment, the newly created Limited common elements being a portion of the real property, are reserved for the exclusive use of the owner of the respective unit to which it is appurtenant, subject however to Condominium instruments.

5. CONSENT.

CFB and NCNB acknowledge and consent to the Amendment of the Declaration as set forth herein, as evidenced by their execution hereof.

6. CERTIFICATION.

In accordance with § 55-79.72 of the Condominium Act, Donald L. Moore, the principal officer of the Association has executed a Certificate which is attached hereto as Exhibit A, and incorporated herein by reference.

7. CONFIRMATION OF CONDOMINIUM INSTRUMENTS.

Except as modified by this Amendment, all terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed this 22nd day of August, 1990.

ROYAL COURT, INC.,
a Virginia corporation

By: Donald L. Moore (SEAL)
Donald L. Moore, President

ROYAL COURT CONDOMINIUM ASSOCIATION,
a Virginia non-stock corporation

By: Donald L. Moore (SEAL)
Donald L. Moore, President

BK 2934 PG 1923

CENTRAL FIDELITY BANK,
a Virginia banking corporation

By: William S. Johnson (SEAL)
William S. Johnson, Sr. Vice-President

John J. Bailey, Jr. (SEAL)
John J. Bailey, Jr.

Phyllis L. Bailey (SEAL)
Phyllis L. Bailey

NCNB MORTGAGE CORPORATION, a North
Carolina corporation

By: Michael P. Gleason (SEAL)
Michael P. Gleason, Vice-President

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me in
my City and State aforesaid by Donald L. Moore, President of
Royal Court, Inc., a Virginia corporation and President of
Royal Court Condominium Association, a Virginia non-stock
corporation, on behalf of said corporations, duly authorized,
this 23rd day of August, 1990.

Betty M. Silver (SEAL)
Notary Public

My commission expires: 10/31/93

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me in
my City and State aforesaid by William S. Johnson, Vice-
President of Central Fidelity Bank, a Virginia banking
corporation, on behalf of said banking corporation, duly
authorized, this 23rd day of August, 1990.

Theresa B. Griffin (SEAL)
Notary Public

My commission expires: 4.30.93

STATE OF VIRGINIA
CITY/COUNTY OF CHESAPEAKE, to-wit:

The foregoing instrument was acknowledged before me in my City/County and State aforesaid by Michael P. Gleason, Vice-President of NCNB Mortgage Company, a North Carolina corporation, on behalf of said corporation, duly authorized, this 28 day of August, 1990.

Jamie R. Clem
Notary Public

(SEAL)

My commission expires: 5/7/93

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me in my City and State aforesaid by John J. Bailey, Jr. and Phyllis L. Bailey, husband and wife, this 22nd day of August, 1990.

Andy K. Highfill
Notary Public

(SEAL)

My commission expires: 10-21-91
kg/forms/condomin

CERTIFICATION

This certification is made this 23rd day of August, 1990,
by Donald L. MOORE, President of Royal Court Condominium
Association, a Virginia non-stock corporation.

W I T N E S S E T H:

The undersigned certifies that he is the principal
officer of Royal Court Condominium Association (the
"Association") and that the required majority of Unit owners
of the Association have agreed to the Amendment to the
Declaration and Exhibits thereto as are set forth in that
certain document entitled "FIRST AMENDMENT TO THE DECLARATION
OF CONDOMINIUM OF ROYAL COURT ESTATE CONDOMINIUM CREATING AND
ASSIGNING LIMITED COMMON ELEMENT LAND; AMENDING THE
DESCRIPTION OF LIMITED COMMON ELEMENTS AND COMMON ELEMENTS,
dated of even date herewith and to which this certification
is attached as an exhibit.

Donald L. Moore (SEAL)
Donald L. Moore, President,
Royal Court Condominium Association

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me in
my City and State aforesaid by Donald L. Moore, President of
Royal Court Condominium Association, a Virginia non-stock
corporation, on behalf of said corporation, duly authorized,
this 23rd day of August, 1990.

Betty M. Silver (SEAL)
Notary Public

My commission expires: 10/31/93

VIRGINIA, In the Clerk's Office of the Circuit Court of Virginia Beach 28 day
of Aug. 19 90 at 3:26, this instrument was received and upon the
certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code,
has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

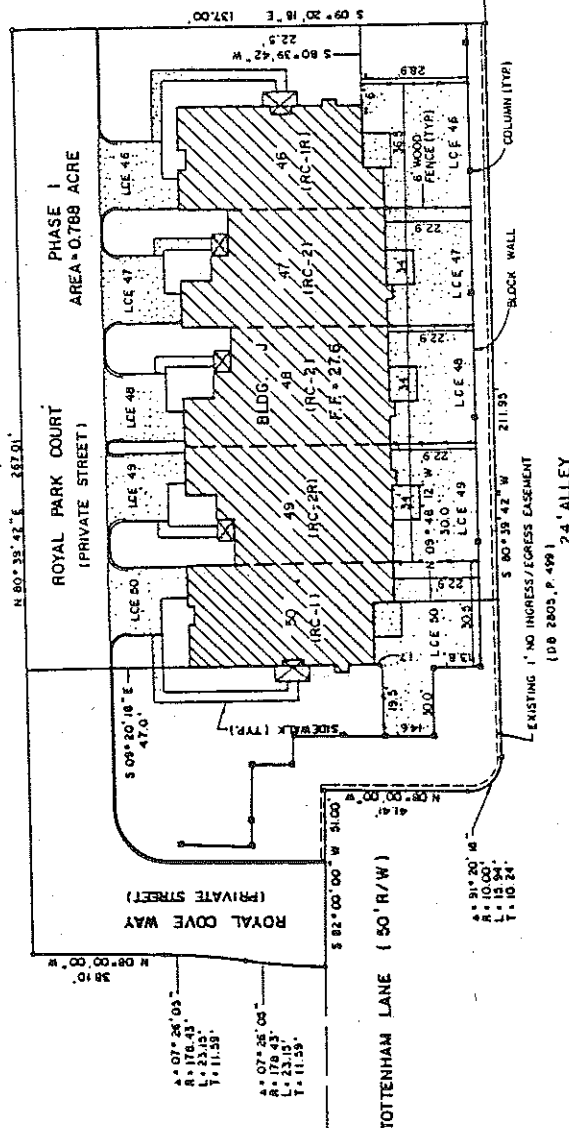
By: Erise C. Catalano c.

| B.L.O.G. | MODEL | UNIT | UNIT ADDRESS | CPIN |
|----------|-------|------|-----------------------|-------------------------|
| J | RC-1R | 46 | 1721 ROYAL PARK COURT | 2408 - 62 - 9345 - 2500 |
| J | RC-2 | 47 | 1725 ROYAL PARK COURT | 2408 - 62 - 9345 - 2510 |
| J | RC-2 | 48 | 1729 ROYAL PARK COURT | 2408 - 62 - 9345 - 2520 |
| J | RC-2R | 49 | 1733 ROYAL PARK COURT | 2408 - 62 - 9345 - 2550 |
| J | RC-1 | 50 | 1737 ROYAL PARK COURT | 2408 - 62 - 9345 - 2540 |

: 5310N

- FF = FINISHED FLOOR ELEVATION BASED ON U.S.C. & G.
DATUM 0.00 = MEAN SEA LEVEL.

CONVERTIBLE AND WITHDRAWABLE LAND



TYPICAL



NOTE. THIS AMENDED PLAY SUPERCEDES
PLAY RECORDED IN M H 204, P 7d

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH,
1980 THIS PLAY WAS RECEIVED

Bull Terk

I, W. PAGE COCKWELL, A DULY REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THESE PLATS ARE ACCURATE AND COMPLY WITH SECTION 55 - 79.56 (a) OF THE CODE OF VIRGINIA, 1950, AS AMENDED AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED ON EACH PLAT WERE SUBSTANTIALLY COMPLETED.

SIGNED: [Signature] DATE: 8-22-70



Talbot & Associates, Ltd.
Virginia Beach, Va. • Newport News, Va. • Suffolk, Va.

| | |
|-------------|-------------|
| DATE | 8-21-90 |
| TIME | CHK. |
| DEPT. | HEAD |
| PROJECT NO. | 881263A |
| SCALE: | 1" = 25' |
| PAGE NO. | A - 7 - 473 |

AMENDED
CONDOMINIUM PLATS OF
ROYAL COURT ESTATE CONDOMINIUM

MANHATTEN BOBOUGH VIRGINIA BEACH, VIRGINIA

010786

BK 2934 PG 1926

AMENDMENT TO CONDOMINIUM DECLARATION
OF THE ROYAL COURT ESTATE CONDOMINIUM
CREATING UNITS AND LIMITED COMMON ELEMENTS
ON CONVERTIBLE LAND
(PHASE 2) *MAP 206, Pgs. 50-55*

This Amendment to the Condominium Declaration of ROYAL COURT ESTATE CONDOMINIUM, is made this 23rd day of August, 1990, by ROYAL COURT, INC., a Virginia Corporation, hereinafter called the "Declarant", as developer and owner of the real property situated in the City of Virginia Beach, Virginia, which was subjected to a Condominium regime known as ROYAL COURT ESTATE CONDOMINIUM, pursuant to the Virginia Condominium Act, said Declaration (hereinafter the "Original Declaration") being recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2920, at Page 1434, et seq, as amended; and

WHEREAS, the Declarant did reserve in the Original Declaration the right to create additional Units and Limited common elements on Convertible land pursuant to the Code of Virginia 1950, as amended, Section 55-79.39 et seq; and

WHEREAS, it is the intention of the Declarant to create four (4) additional Units with Limited common elements appertaining thereto on the said Convertible land;

NOW, THEREFORE, this Amendment to the Condominium Original Declaration is recorded pursuant to the Virginia Condominium Act and does amend and supplement the Original Declaration in the following respects:

1. The Declarant does hereby create upon a portion of the land designated "Convertible and Withdrawable Land" shown on the Condominium plat recorded in the aforesaid Clerk's Office as a part of Exhibit B to the Original Declaration, four (4) additional Units as described and shown on the Supplemental Plats and Plans attached hereto as Exhibit B-1 together with Limited common elements appertaining to said Units. The Convertible land upon which additional Units and Limited common elements are being created is shown on said Exhibit B-1 as "PHASE 2 AREA = 0.760 ACRES".

2. The Units are identified by the numbers 18, 19, 20, and 21. The dimensions of each Unit may be determined from the Plats and Plans.

3. Each Unit and Limited common element created by this Amendment shall be defined and described in a fashion identical to the description of Condominium units and Limited common elements as found in the Original Declaration, as amended, which said description of Units and Limited common elements is hereby incorporated by reference.

4. Henceforth, each Unit, whether created by the Original Declaration or by this Amendment, shall have an undivided percentage interest in the Common elements and liability for Common expenses all of which are allocated as shown on Exhibit D attached hereto and made a part hereof, and shall have an equal vote in the Unit Owners' Association pursuant to Section 2.9 of the Bylaws.

BK 2934 PG 1928

5. All of the real property submitted to the regime which does not constitute a part of any Unit or a Limited common element as previously defined shall continue to constitute general Common elements and areas.

No provision of this Amendment to the Declaration shall be construed to limit or restrict in any manner the right of the Declarant to withdraw the Withdrawable land or to create additional Units and Limited common elements on the Convertible land as provided in the Original Declaration. Expressly provided, however, that the land converted by this Amendment shall no longer be withdrawable from the Condominium.

IN WITNESS WHEREOF, the Declarant, ROYAL COURT, INC., a Virginia corporation, has caused this Amendment to be executed pursuant to due authority this 23rd day of August, 1990.

ROYAL COURT, INC., a Virginia corporation

By

Donald L. Moore
Donald L. Moore, President

STATE OF VIRGINIA,

CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of August, 1990, by DONALD L. MOORE, President of ROYAL COURT, INC., a Virginia corporation, on behalf of said corporation.

Reagan C. Martin
Notary Public

My Commission Expires:

3/10/91

bms/condo/ryl.cnv2

EXHIBIT D

| <u>Unit number</u> | <u>Size Area in sq. ft.</u> | <u>% Common Element Interest</u> |
|--------------------|-----------------------------|--|
| BUILDING D | | |
| 18 | 2,458 | 10.1625 |
| 19 | 2,870 | 11.87 |
| 20 | 2,870 | 11.87 |
| 21 | 2,458 | 10.1625 |
| BUILDING J | | |
| 46 | 2,458 | 10.1625 |
| 47 | 2,870 | 11.87 |
| 48 | 2,870 | 11.87 |
| 49 | 2,870 | 11.87 |
| 50 | 2,458 | 10.1625 |
| TOTALS: | | |
| | 24,182 sq.ft. | 100.0000% |

VIRGINIA. In the Clerk's Office of the Circuit Court of Virginia Beach 28 day
of Aug. 1990 at 3:26, this instrument was received and upon the
certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code,
has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

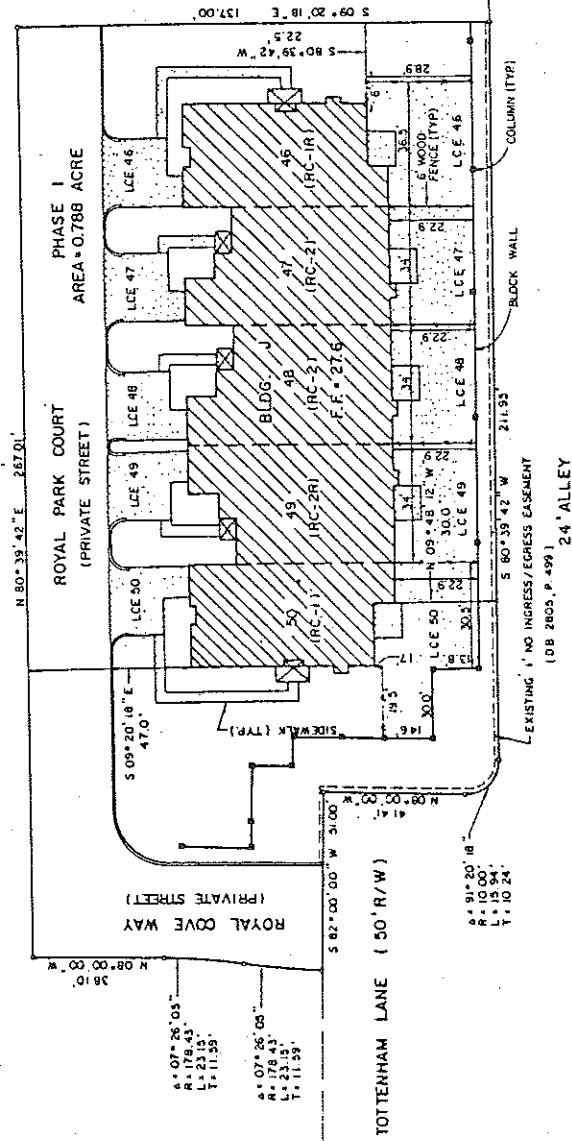
By Heise C. Catala D. C.

bms/condo/ryl.cnv2

| BLDG. | MODEL | UNIT | UNIT ADDRESS | GPIN |
|-------|-------|------|-----------------------|-------------------|
| J | RC-1R | 46 | 1721 ROYAL PARK COURT | 2408-62-9345-2500 |
| J | RC-2 | 47 | 1723 ROYAL PARK COURT | 2408-62-9345-2510 |
| J | RC-2 | 48 | 1729 ROYAL PARK COURT | 2408-62-9345-2520 |
| J | RC-2R | 49 | 1733 ROYAL PARK COURT | 2408-62-9345-2530 |
| J | RC-1 | 50 | 1737 ROYAL PARK COURT | 2408-62-9345-2540 |

- NOTES:
1. FF = FINISHED FLOOR ELEVATION BASED ON U.S.C.B.G.
DATUM 0.00 = MEAN SEA LEVEL.
 2. ALL BUILDING DIMENSIONS SHOWN HEREON ARE EXTERIOR DIMENSIONS AND ARE IN FEET.
 3. THE DESIGNATION UNIT AREA IS SUPERSEDED BY THE UNIT AREA. THE UNIT AREA IS NOT INTENDED TO IMPLY THAT THE EXTERIOR WALLS, BEARING WALLS AND OTHER COMMON ELEMENTS ARE UNIT AREA.
 4. SEE PLANS FOR EXTERIOR DIMENSIONS.

CONVERTIBLE AND WITHDRAWABLE LAND



- LEGEND
- UNIT AREA
 - COMMON ELEMENTS
 - LIMITED COMMON ELEMENTS APPURTENANT TO UNITS WITHIN ACCESS.
 - APPROXIMATE LOCATION OF CENTERLINE OF COMMON WALL BETWEEN UNITS.
 - LCE LIMITED COMMON ELEMENT APPURTENANT TO UNIT INDICATED

NOTE: THIS AMENDED PLAT SUPERCEDES PLAT RECORDED IN M.B. 204, P.78

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA, ON THE 28th day of August, 1998, THIS PLAT WAS RECEIVED AND ADMITTED TO RECORD IN MAP BOOK 204, AT PAGE 204, P.78

TESTED BY: *[Signature]*

SIGNED: *[Signature]* DATE: 8-28-98

W. PAGE COCKRELL, LAND SURVEYOR NO. 1387

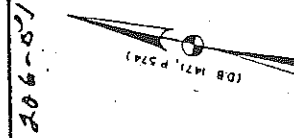


Talbot & Associates, Ltd.
Virginia Beach, VA • Chesapeake News, VA • Norfolk, VA

| | |
|-------------------|---------------------|
| CONTRACT NO. | W.T.L. DATA 8-21-90 |
| DRAWN BY | DATE 8-21-90 |
| CHECKED BY | DATE 8-21-90 |
| DATE | DATE 8-21-90 |
| DEPT. HEAD W.P.C. | DATE 8-21-90 |
| PROJECT NO. | 881263A |
| SCALE | 1" = 25' |
| FILE NO. | A-7-473 |

AMENDED
CONDOMINIUM PLATS OF
ROYAL COURT ESTATE CONDOMINIUM
LYNNHAVEN BOROUGH, VIRGINIA BEACH, VIRGINIA

10-902



SIGNED: W. J. Lockell DATE: 8-12-30
W PAGE LOCKPELL, LAND SURVEYOR NO. 1367

| NO. | DELTA | RADIUS | LENGTH | TANGENT |
|-----|-------------|---------|--------|---------|
| 1 | 91° 20' 18" | 10.00' | 15.94' | 10.24' |
| 2 | 07° 26' 00" | 176.43' | 23.15' | 11.39' |
| 3 | 07° 26' 00" | 15.00' | 23.15' | 11.39' |
| 4 | 91° 20' 18" | 15.00' | 23.91' | 15.36' |
| 5 | 84° 26' 46" | 15.00' | 22.11' | 13.61' |
| 6 | 95° 33' 14" | 15.00' | 25.02' | 16.53' |
| 7 | 57° 18' 59" | 23.00' | 25.01' | 13.66' |
| 8 | 45° 06' 31" | 23.00' | 63.32' | 79.35' |

NOTE:
IN ADDITION TO THE EASEMENTS INDICATED HEREON,
THE FOLLOWING EASEMENTS AFFECT THIS PROPERTY.
04 785 0345 (VIRGINIA POWER EASEMENT)

TOTAL AREA = 5.930 ACRES

VIRGINIA:

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH,
VIRGINIA, ON THE 27th DAY OF August, 1936, THIS PLAT WAS RECEIVED
AND ADMITTED TO RECORD IN MAP BOOK 306, AT PAGE 51. A.

By: Edwin J. Goff Justice of the Peace Clerk

SHEET 1 OF 3

Talbot & Associates, Ltd.
Virginia Beach, Va. • Newport News, Va. • Norfolk, Va.

NOTE
THE PURPOSE OF THIS PLAT IS TO PROVIDE DEFINITION OF
EXHIBIT LINES FOR COORDINATION WITH PROJECT CONDOMINIUM
DOCUMENTS. THIS IS NOT A SUBDIVISION.

LYNNHAVEN BOROUGH, VIRGINIA BEACH, VIRGINIA

SUBDIVISION OF PROPERTY OF
JOHN W. POTTER
(M.B. S.I., P. 18)

| BLL. | MODEL | UNIT | UNIT ADDRESS | SPIN |
|------|-------|------|-----------------------|-----------------------|
| D | RC-1 | 21 | 1700 ROYAL COVE COURT | 2408 - 62-9345 - 2220 |
| D | RC-2R | 20 | 1704 ROYAL COVE COURT | 2408 - 62-9345 - 2230 |
| D | RC-2 | 19 | 1708 ROYAL COVE COURT | 2408 - 62-9345 - 2240 |
| D | RC-1R | 18 | 1712 ROYAL COVE COURT | 2408 - 62-9345 - 2250 |

CONVERTIBLE AND WITHDRAWABLE LAND

SUBDIVISION OF ROYAL COURT

ROYAL COVE COURT
(PRIVATE STREET)

PHASE 2
AREA = 0.760 ACRES

CONVERTIBLE AND WITHDRAWABLE LAND

NOTES:

1. FF = FINISHED FLOOR ELEVATION BASED ON U.S.C. & G. DATUM 0.00 = MEAN SEA LEVEL.
2. ALL BUILDING DIMENSIONS SHOWN HEREON ARE EXTERIOR DIMENSIONS AND ARE IN FEET.
3. THE DESIGNATION UNIT AREA IS SUPERSEDED BY THE DECLARATION OF UNIT AREA NOT INTENDED TO IMPLY THAT THE EXTERIOR WALLS BEARING WALLS AND OTHER COMMON ELEMENTS ARE UNIT AREA.
4. SEE PLANS FOR EXTERIOR DIMENSIONS.

LEGEND

- UNIT AREA
- COMMON ELEMENTS
- LIMITED COMMON ELEMENTS APPURTENANT TO UNITS WITHIN ACCESS
- APPROXIMATE LOCATION OF CENTERLINE OF COMMON WALL BETWEEN UNITS
- LCE LIMITED COMMON ELEMENT APPURTENANT TO UNIT INDICATED

I, W. PAGE COCKRELL, A DULY REGISTERED LAND SURVEYOR DO HEREBY CERTIFY THAT THESE PLANS AND DECLARATION OF UNIT AREA WITH SECTION 19.2 OF THE CODE OF THE CITY OF VIRGINIA, 1950 AS AMENDED, AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED: *W. Page Cockrell* DATE: 1-12-66
W. PAGE COCKRELL, LAND SURVEYOR NO. 1367

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH,
VIRGINIA, ON THIS 22ND DAY OF *March* 1966, THIS PLAT WAS RECEIVED
AND ADMITTED TO RECORD IN MAP BOOK NO. *22* PAGE *22*

By: Clerk of Circuit Court

SHEET 2 OF 5

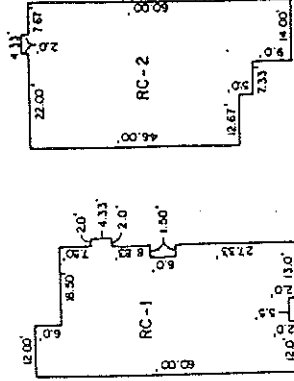


Talbot & Associates, Ltd.
Virginia Beach, Va. - Newport News, Va. - Norfolk, Va.

SUPPLEMENTAL CONDOMINIUM PLATS
OF
ROYAL COURT ESTATE CONDOMINIUMS

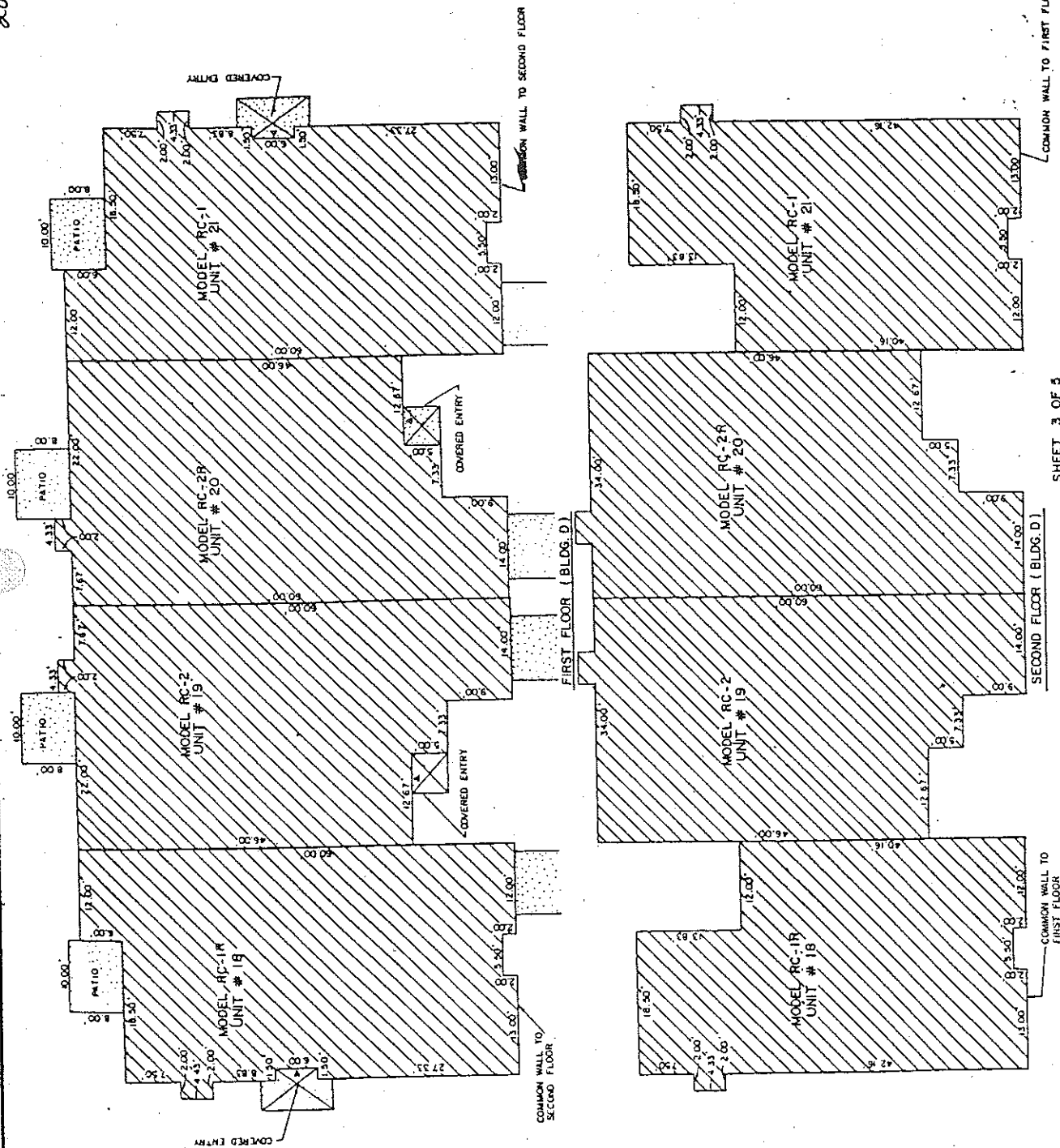
LYNNHAVEN CONDOMINIUM, VIRGINIA BEACH, VIRGINIA

Page 2



TYPICAL DIMENSIONS

PHASE 1



LEGEND
 UNIT AREA
 LIMITED COMMON ELEMENT APPURTENANT TO UNITS WITHIN ACCESS

- NOTES**
1. THE DIMENSION HEREON ARE TYPICAL OF SIMILAR UNIT TYPES UNLESS OTHERWISE SHOWN.
 2. ALL UNIT DIMENSIONS SHOWN ARE IN FEET.
 3. "A" DENOTES MAIN ENTRANCEWAY.



THE UNDESIGNED CLIPPING FOR THESE PLANS ARE ACCURATE AND CORRECTLY SHOWN AS AMENDED AND THAT ALL UNITS OR PORTIONS THEREOF UNLESS OTHERWISE SHOWN ARE IN FEET. DIMENSIONS AND SUBS ARE PARTIALLY COMPLETED.

RICHARD L. BONIE, P.E.

VIRGINIA:
 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA, ON THE 28th DAY OF August 1982, THIS PLAT WAS RECEIVED AND ADMITTED TO RECORD IN MAP BOOK AT PAGE 55.

TESTE: *[Signature]*
 CLERK

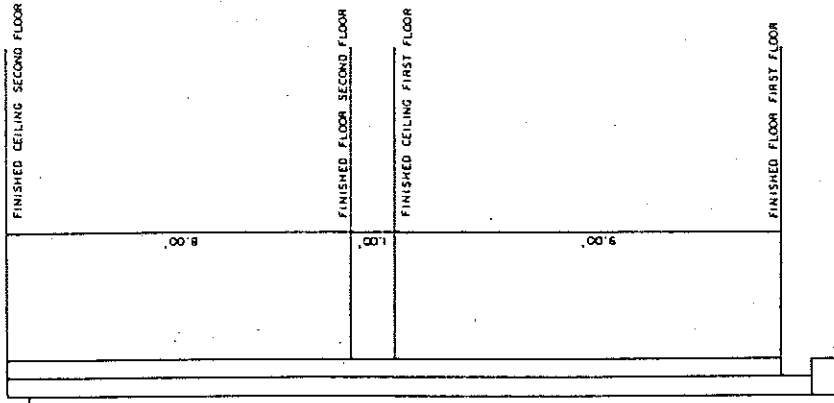
Talbot & Associates, Ltd.
 Virginia Beach, VA • Newport News, VA • Norfolk, VA

| | |
|---------------------|-------------|
| DESIGNED BY: W.T.L. | DATE: 03.00 |
| DRAWN BY: C.A.H. | DATE: 03.00 |
| CHECKED BY: N/A | DATE: |
| DATE: | |
| DEPT. HEAD W.P.C. | DATE: |
| PROJECT NO. | 881234 |
| SCALE: | 1" = 2' |
| FILE NO. | A-7-4734 |

SHEET 3 OF 5

SUPPLEMENTAL CONDOMINIUM PLATS
 ROYAL COURT ESTATE CONDOMINIUM
 LYNNHAVEN BOROUGH, VIRGINIA BEACH, VIRGINIA

THE UNDERSIGNED CERTIFIES THAT THESE PLANS ARE ACCURATE AND
COMPLY WITH THE PROVISIONS OF SECTION 55-79.50 (2) OF THE COOL
ACT OF VIRGINIA, 1990, AS AMENDED, AND THAT ALL UNITS OR PORTIONS
OF THE DEPICED NEEMON AND ALL COMMON ELEMENTS HAVE BEEN



NOTE:
DIMENSIONS SHOWN HEREON ARE TYPICAL OF SIMILAR UNIT TYPES
UNLESS OTHERWISE SHOWN.

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH,
VIRGINIA, ON THIS 18th DAY OF August 1988, THIS PLAN WAS RECEIVED
AND ADMITTED TO RECORD IN MAP BOOK PAGE 22

By: *Charles H. Hughes, Jr.*
SPECIAL AGENT

SHEET 5 OF 5

talbot
Associates, Ltd.
Virginia Beach, Va. • Newport News, Va. • Suffolk, Va.



I, THE UNDERSIGNED CERTIFIES THAT THESE PLANS ARE ACCURATE AND
COMPLY WITH THE PROVISIONS OF SECTION 55-79.54(1) OF THE CODE
OF VIRGINIA, 1980, AS AMENDED, AND THAT ALL UNITS OR PORTIONS
HEREOF HAVE BEEN INSPECTED AND ALL COMMON ELEMENTS HAVE BEEN
SUBSTANTIALLY CORRECT.

Richard L. Bowie
RICHARD L. BOWIE, P.E.

SUPPLEMENTAL OF
ROYAL COURT ESTATE CONDOMINIUM

| | | |
|--------------|------|------|
| DATE OF PLAN | DATE | DATE |
| DATE OF PLAN | DATE | DATE |
| DATE OF PLAN | DATE | DATE |
| DATE OF PLAN | DATE | DATE |
| DATE OF PLAN | DATE | DATE |
| DATE OF PLAN | DATE | DATE |
| DATE OF PLAN | DATE | DATE |
| DATE OF PLAN | DATE | DATE |
| DATE OF PLAN | DATE | DATE |
| DATE OF PLAN | DATE | DATE |

LYNNHAVEN BOROUGH, VIRGINIA BEACH, VIRGINIA

AMENDMENT TO THE CONDOMINIUM DECLARATION
OF ROYAL COURT ESTATE CONDOMINIUM
CREATING UNITS AND LIMITED COMMON ELEMENTS
ON CONVERTIBLE LAND
(PHASE 3)

M.B. 214, Pgs. 51-56, incl.

This Amendment to the Condominium Declaration of ROYAL COURT ESTATE CONDOMINIUM, is made this 19th day of August, 1991, by ROYAL COURT, INC., a Virginia Corporation, hereinafter called the "Declarant", as developer and owner of the real property situated in the City of Virginia Beach, Virginia, which was subjected to a Condominium regime known as ROYAL COURT ESTATE CONDOMINIUM, pursuant to the Virginia Condominium Act, said Declaration (hereinafter the "Original Declaration") being recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2920, at Page 1434, et seq, as amended; and

WHEREAS, the Declarant did reserve in the Original Declaration the right to create additional Units and Limited common elements on Convertible land pursuant to the Code of Virginia 1950, as amended, Section 55-79.39 et seq; and

WHEREAS, it is the intention of the Declarant to create four (4) additional Units with Limited common elements appertaining thereto on the said Convertible land;

NOW, THEREFORE, this Amendment to the Condominium Original Declaration is recorded pursuant to the Virginia Condominium Act and does amend and supplement the Original Declaration in the following respects:

1. The Declarant does hereby create upon a portion of the land designated "Convertible and Withdrawable Land" shown

on the Condominium plat recorded in the aforesaid Clerk's Office as a part of Exhibit B to the Original Declaration, four (4) additional Units as described and shown on the Supplemental Plats and Plans attached hereto as Exhibit B-2 together with Limited common elements appertaining to said Units. The Convertible land upon which additional Units and Limited common elements are being created is shown on said Exhibit B-2 as "PHASE 3 AREA = 0.542 ACRES".

2. The Units are identified by the numbers 42, 43, 44, and 45. The dimensions of each Unit may be determined from the Plats and Plans.

3. Each Unit and Limited common element created by this Amendment shall be defined and described in a fashion identical to the description of Condominium units and Limited common elements as found in the Original Declaration, as amended, which said description of Units and Limited common elements is hereby incorporated by reference.

4. Henceforth, each Unit, whether created by the Original Declaration or by this Amendment, shall have an undivided percentage interest in the Common elements and liability for Common expenses all of which are allocated as shown on Exhibit D attached hereto and made a part hereof, and shall have an equal vote in the Unit Owners' Association pursuant to Section 2.9 of the Bylaws.

5. All of the real property submitted to the regime which does not constitute a part of any Unit or a Limited

common element as previously defined shall continue to constitute general Common elements and areas.

No provision of this Amendment to the Declaration shall be construed to limit or restrict in any manner the right of the Declarant to withdraw the Withdrawable land or to create additional Units and Limited common elements on the Convertible land as provided in the Original Declaration. It is expressly provided, however, that the land converted by this Amendment shall no longer be withdrawable from the Condominium.

IN WITNESS WHEREOF, the Declarant, ROYAL COURT, INC., a Virginia corporation, has caused this Amendment to be executed pursuant to due authority this 19th day of August, 1991.

ROYAL COURT, INC., a Virginia corporation

By

Donald L. Moore
Donald L. Moore, President

STATE OF VIRGINIA,

CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 19th day of August, 1991, by DONALD L. MOORE, President of ROYAL COURT, INC., a Virginia corporation, on behalf of said corporation.

Susan P. White
Notary Public

My Commission Expires:

jbh/condo/ryl.cnv3 2-28-95

BK 3012 PG 0211
EXHIBIT D

| <u>Unit number</u> | <u>Size Area in sq. ft.</u> | <u>% Common Element Interest</u> |
|----------------------|-----------------------------|--|
| PHASE 2 - BUILDING D | | |
| 18 | 2,458 | 7.2515 |
| 19 | 2,870 | 8.4672 |
| 20 | 2,870 | 8.4672 |
| 21 | 2,458 | 7.2515 |
| PHASE 3 - BUILDING I | | |
| 42 | 2,458 | 7.2515 |
| 43 | 2,399 | 7.0775 |
| 44 | 2,399 | 7.0775 |
| 45 | 2,458 | 7.2515 |
| PHASE 1 - BUILDING J | | |
| 46 | 2,458 | 7.2515 |
| 47 | 2,870 | 8.4672 |
| 48 | 2,870 | 8.4672 |
| 49 | 2,870 | 8.4672 |
| 50 | 2,458 | 7.2515 |
| <hr/> | | |
| TOTALS: | 33,896 sq.ft. | 100.0000% |

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 22 day
of Aug 19 91 at 11:44, this instrument was received and upon the
certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code,
has been paid, in the amount of \$....."
TESTE: J. CURTIS FRUIT, Clerk By: Deedite D. C.

EXHIBIT B-2

DATE: 22-10-91
LAND SURVEYOR NO 1631

| NO. | "DELTA" | RADIUS | LENGTH | WAVELENGTH |
|-----|--------------|--------|--------|------------|
| 1 | 9° 20' 18" | 10.00 | 13.94 | 10.25 |
| 2 | 9° 20' 18" | 118.43 | 23.18 | 11.56 |
| 3 | 9° 20' 18" | 119.43 | 23.19 | 11.56 |
| 4 | 9° 20' 18" | 23.90 | 23.90 | 15.35 |
| 5 | 8° 24' 48" | 15.00 | 22.11 | 13.81 |
| 6 | 9° 33' 14" | 15.00 | 23.02 | 16.50 |
| 7 | 3° 18' 59" | 23.00 | 23.01 | 15.84 |
| 8 | 44° 04' 31" | 23.00 | 63.32 | 78.55 |
| 9 | 56° 38' 22" | 23.00 | 23.59 | 14.04 |
| 10 | 174° 41' 24" | 23.00 | 76.23 | 93.11 |

TOTAL AREA = 5.930 ACRES

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH,
VIRGINIA, ON THIS 22 DAY OF August, 1991, THIS PLAT WAS RECEIVED
AND ADMITTED TO RECORD IN MAP BOOK 2 AT PAGE 2.

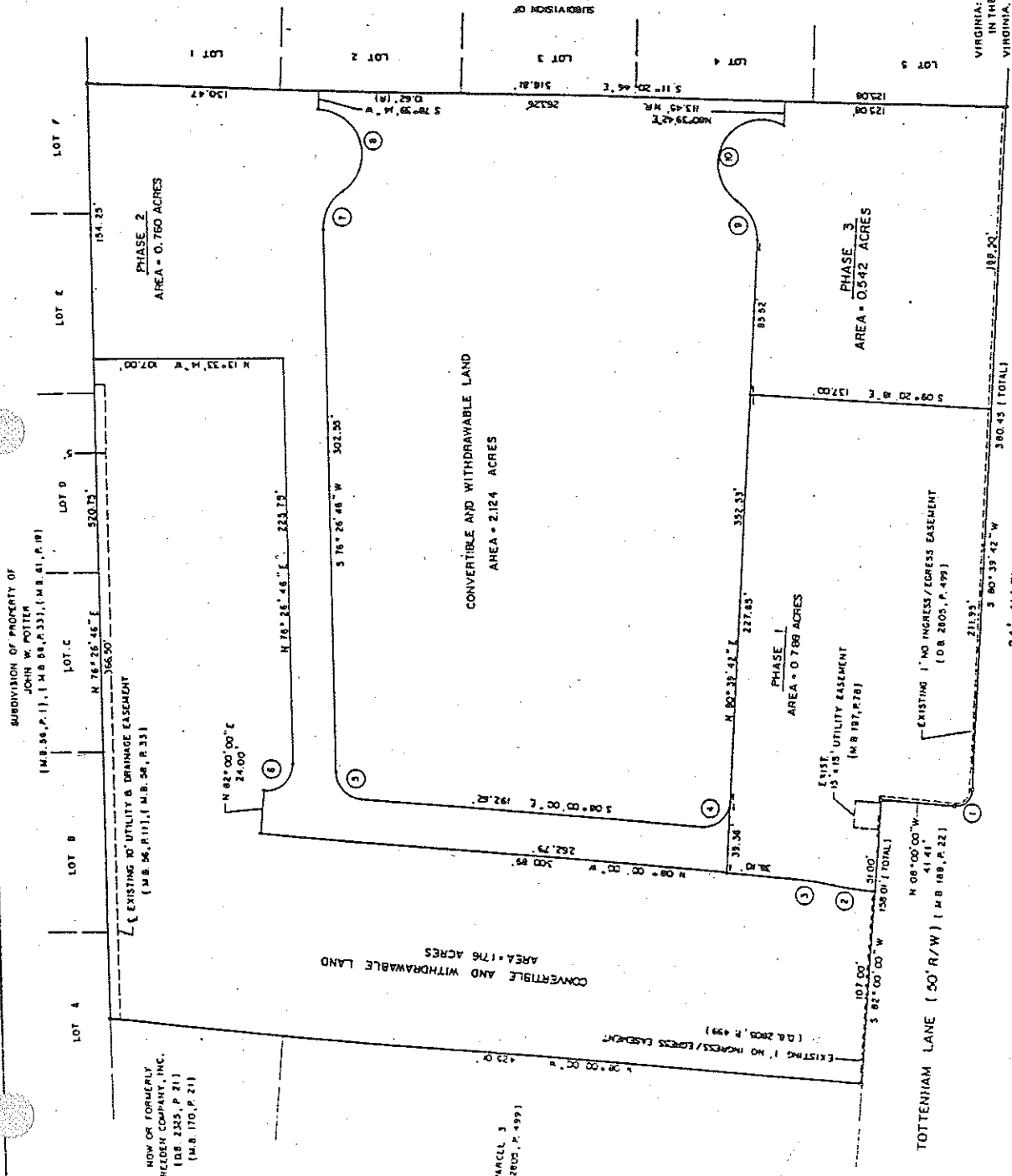
TESTED BY Quinty Hunt CLERK
BY Quinty Hunt CLERK

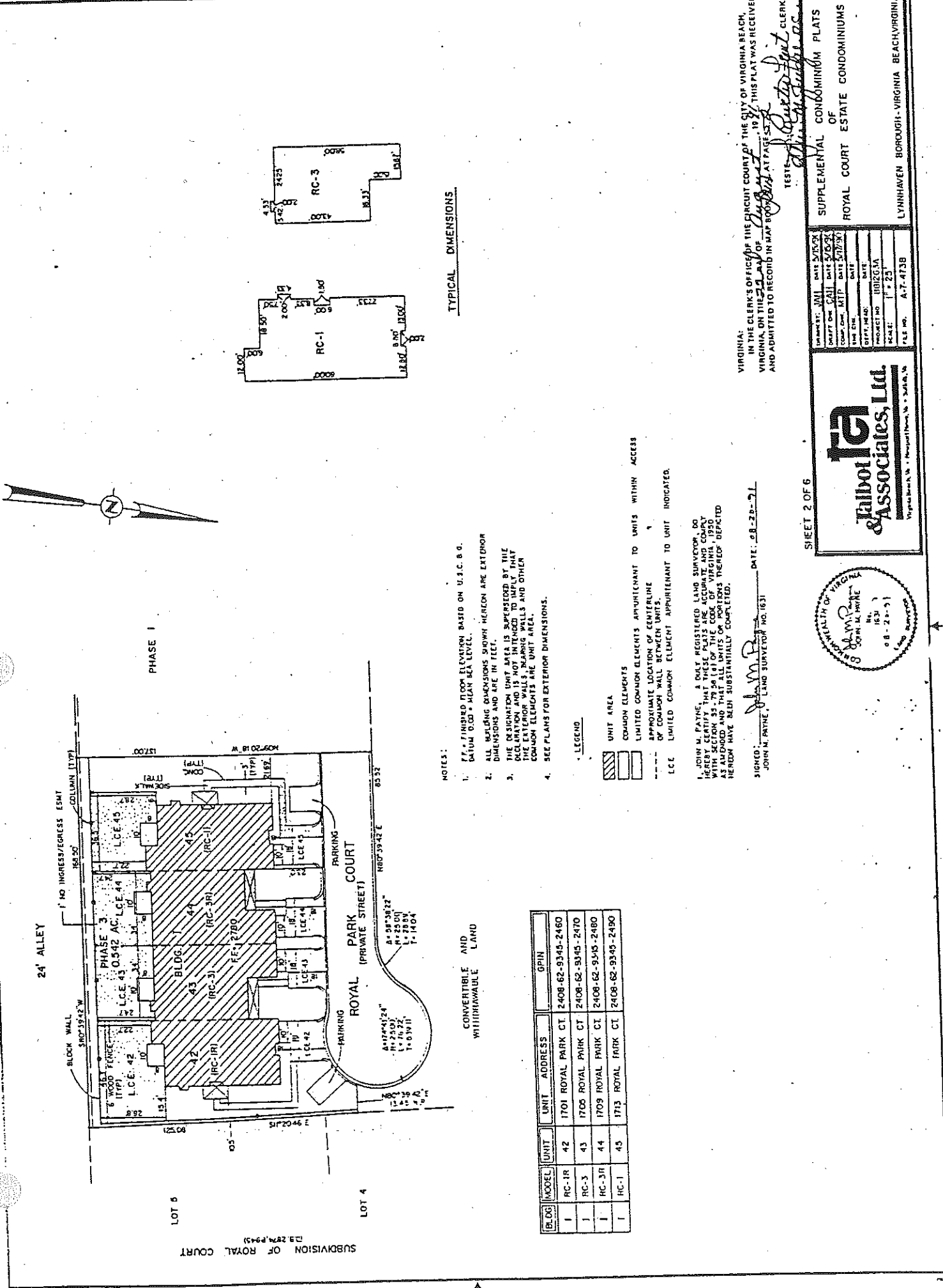
8-101 LEHS

Talbot & Associates, Ltd.

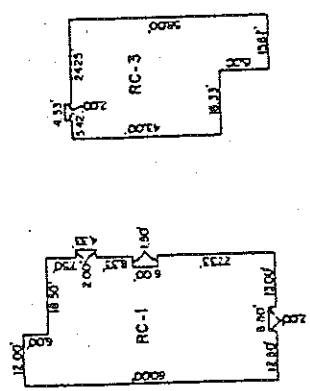
A circular postmark from the Commonwealth of Virginia. The outer ring contains the text "COMMONWEALTH OF VIRGINIA" at the top and "POST OFFICE" at the bottom. Inside the ring, there is a handwritten signature "J. M. Foster" and the printed text "JOHN M. FOSTER" below it. To the right of the signature, the date "1931" is printed, and below it, "OCT 20 - 31" is printed.

NOTE NO INGRESS/EGRESS ALLOWED EXCEPT FOR ONE ENTRANCE ON
TOTTENHAM LANE.





TYPICAL DIMENSIONS



- NOTES:
- 1. FF - FINISHED FLOOR ELEVATION BASED ON U.S.C. & G. DATUM 0.00 = MEAN SEA LEVEL.
 - 2. ALL BUILDING DIMENSIONS SHOWN HEREON ARE EXTERIOR DIMENSIONS AND ARE IN FEET.
 - 3. THE DESIGNATION UNIT AREA IS EXPRESSED BY THE DECLARATION AND IS SUBJECT TO THE FACT THAT THE COMMON WALLS, MAJOR WALLS AND OTHER COMMON ELEMENTS ARE UNIT AREA.
 - 4. SEE PLANS FOR EXTERIOR DIMENSIONS.

LEGEND

- UNIT AREA
- COMMON ELEMENTS
- LIMITED COMMON ELEMENTS APPURTENANT TO UNITS WITHIN ACCESS
- APPROXIMATE LOCATION OF CENTERLINE OF COMMON WALL BETWEEN UNITS
- LCE - LIMITED COMMON ELEMENT APPURTENANT TO UNIT INDICATED

I, JOHN M. PATHE, A DULY REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THESE PLATS ARE ACCURATE AND CORRECT WITH SECTION 55-79.56 (1) OF THE CODE OF THE CITY OF VIRGINIA, 1950 AS AMENDED AND THAT ALL NECESSARY CONDITIONS HAVE BEEN COMPLETED.

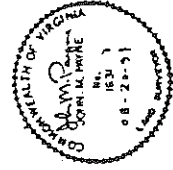
SIGNED: *John M. Pathe* DATE: 08-28-21
JOHN M. PATHE, LAND SURVEYOR NO. 1631

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH,
VIRGINIA, ON THIS 23rd day of August, 1987, THIS PLAT WAS RECEIVED
AND ADMITTED TO RECORD IN MAP BOOK 577 AT PAGE 577

TESTE: *John M. Pathe* CLERK
John M. Pathe

SHEET 2 OF 6

Talbot & Associates, Ltd.
Virginia Beach, VA • Registered Surveyors No. 5446, 5447



SUPPLEMENTAL OF
ROYAL COURT ESTATE CONDOMINIUMS

LYNNHAVEN BOROUGH - VIRGINIA BEACH VIRGINIA

| BLDG | MODEL | UNIT | UNIT ADDRESS | GPIN |
|------|-------|------|--------------------|-------------------|
| I | RC-1R | 42 | 1701 ROYAL PARK CT | 2408-62-9345-2460 |
| I | RC-3 | 43 | 1706 ROYAL PARK CT | 2408-62-9345-2470 |
| I | RC-3R | 44 | 1709 ROYAL PARK CT | 2408-62-9345-2480 |
| I | RC-1 | 45 | 1713 ROYAL PARK CT | 2408-62-9345-2490 |

SUBDIVISION OF ROYAL COURT
(25 2879, p.4-5)

COMMON WALL TO
FIRST FLOOR

ON FILE BY: JAN DATE: 3/15/90
 DRAFT DTD: CAIL DATE: 3/14/90
 COMM. DTD: DATE:
 ENCL. DTD: DATE:
 DPT. HEAD: DATE:
 PROJECT NO: 881263A
 SCALE: NTS
 PLS NO. A-7-4738

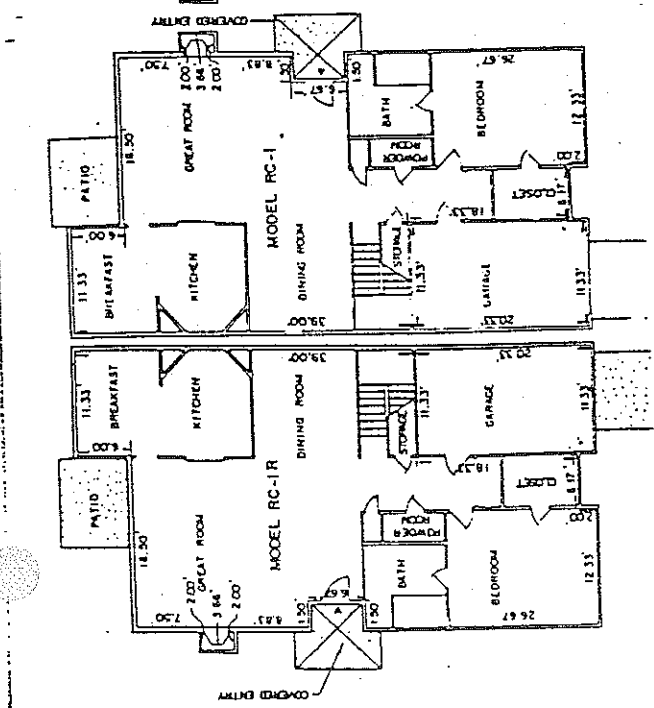
tal
Talbot
& Associates, Ltd.

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH,
VIRGINIA, ON THE 22 DAY OF August, 1987. THIS PLAT WAS RECEIVED
AND ADMITTED TO RECORD IN MAP BOOK 914 AT PAGE 13.

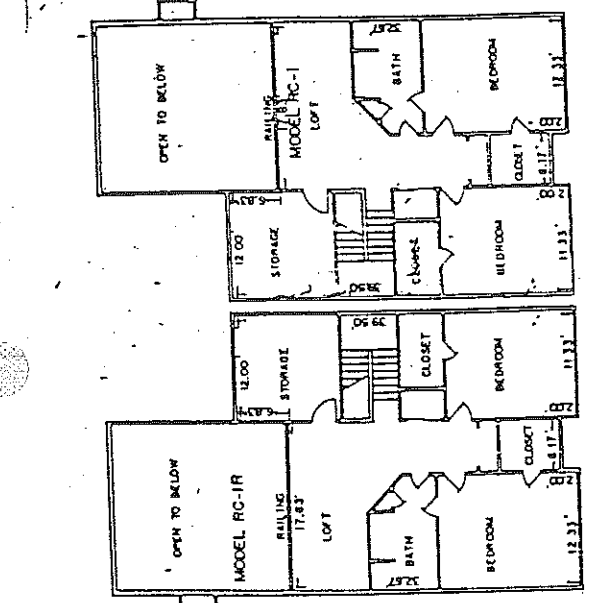
THE UNDERSIGNED CERTIFIES THAT THESE PLANS ARE ACCURATE AND
CONFORM WITH THE PROVISIONS OF SECTION 55-79.2(b) OF THE CODE
OF VIRGINIA, 1950, AS AMENDED AND THAT ALL LOTS OR PORTIONS
THEREOF WHICH WERE NOT IN THE 1950 MAP AND ALL COMMON ELEMENTS HAVE BEEN

TESTE: Barry Ernest CLERK
Ernest H. Spence

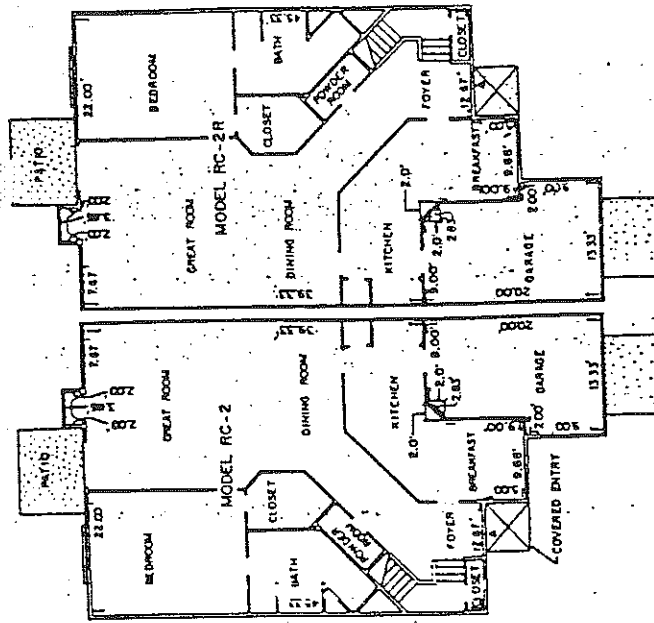
Richard L. Gowie
RICHARD L. GOWIE, PE



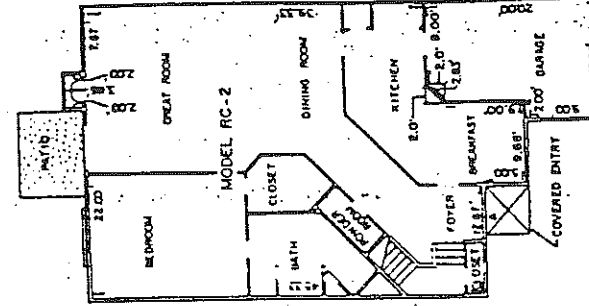
FIRST FLOOR PLAN (TYPICAL UNIT PLAN - MODEL RC-1)



SECOND FLOOR (TYPICAL UNIT PLAN - MODEL RC-1)

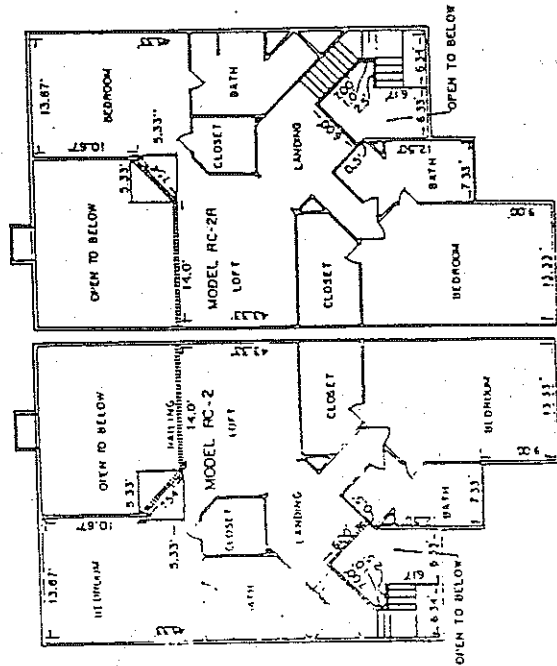


FIRST FLOOR (TYPICAL UNIT PLAN - MODEL RC-2)



SECOND FLOOR (TYPICAL UNIT PLAN - MODEL RC-2)

MODEL RC-2 CONTAINS A TOTAL FLOOR SPACE OF 2870 SQ. FT.



SECOND FLOOR (TYPICAL UNIT PLAN - MODEL RC-2)

- NOTES
1. LIMITED COMMON ELEMENTS APPURTAINANT TO UNITS WITHIN ACCESS.
 2. A DENOTES MAIN ENTRANCE
 3. THE DIMENSIONS HEREON ARE TYPICAL OF SIMILAR TYPES UNLESS OTHERWISE SHOWN.
 4. ALL UNIT DIMENSIONS SHOWN ARE INTERIOR DIMENSIONS AND ARE IN FEET.
 5. THE PORTION OF THE IMPROVEMENTS DESIGNATED AS A UNIT IS SUBJECT TO THE DEFINITION OF THE UNIT IN THE DECLARATION, EXTERIOR WALLS AND LOAD BEARING INTERIOR WALLS, COLUMNS AND FLOORS ARE NOT PART OF THE UNIT.
 6. INTERIOR UNIT CONFIGURATION AND PARTITIONS AS SHOWN ARE FOR THE PURPOSE OF ILLUSTRATION ONLY AND MAY NOT REPRESENT THE INTERIOR OF A UNIT AS ACTUALLY BUILT.
 7. IN ACCORDANCE WITH THE DECLARATION, FLOOR SPACE DOES NOT INCLUDE GARAGE AREA.
 8. MODEL UNIT DESIGNATIONS ENDING IN AN "R" MEANS "REVERSED UNIT."

I, THE UNDERSIGNED, CERTIFY THAT THESE PLANS ARE ACCURATE AND CORRECTLY REPRESENT THE PROVISIONS OF SECTION 15.1-2-13 OF THE CODE OF VIRGINIA, 1960, AS AMENDED, AND THAT ALL UNITS OF PORTION OF THE PROJECTED HEREON AND ALL COMMON ELEMENTS HAVE BEEN DIMENSIONALLY COMPLETED.

Richard L. Bowie
RICHARD L. BOWIE, P.E.

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH,
VIRGINIA, ON THE 29th day of August, 1984, THIS PLAT WAS RECEIVED
AND ADMITTED TO RECORD IN MAY BOOK PAGE 189.

TESTE: [Signature] CLERK
[Signature]
SUPPLEMENTAL
CONDOMINIUM PLANS
OF
ROYAL COURT ESTATE CONDOMINIUM

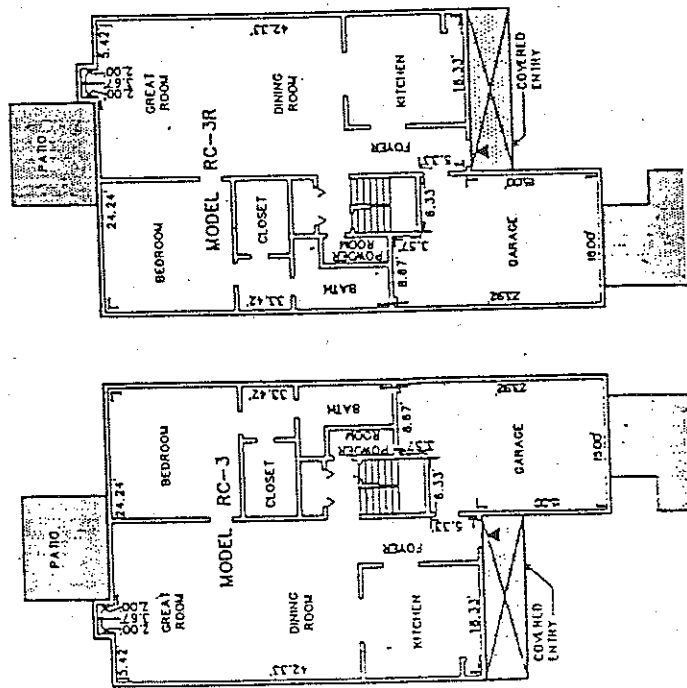
SHEET 4 OF 6

Talbot & Associates, Ltd.
Virginia Beach, Va. • Newport News, Va. • Norfolk, Va.

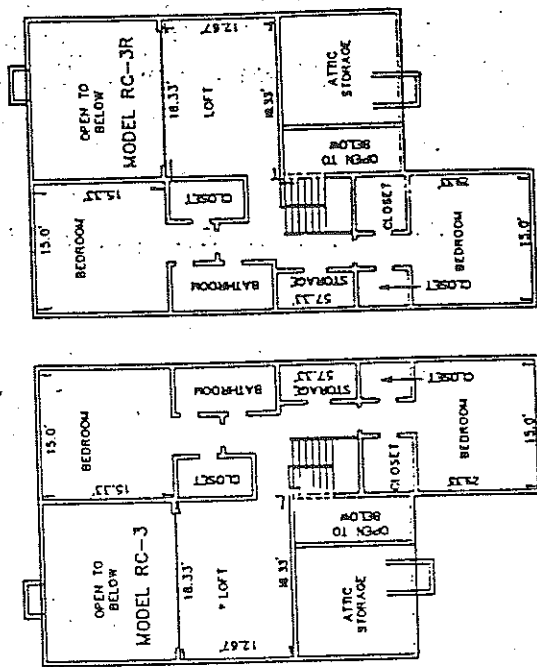
RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA, ON THE 29th day of August, 1984.

| | |
|-----------------------|---------------|
| OWNER: R.L. BOWIE | DATE: 10/1/84 |
| DEVELOPER: R.L. BOWIE | DATE: 10/1/84 |
| DESIGNER: R.L. BOWIE | DATE: 10/1/84 |
| ENGINEER: R.L. BOWIE | DATE: 10/1/84 |
| PROJECT NO.: 851253 | |
| SCALE: N.T.S. | |
| FILE NO.: 8-7-4739 | |

UTAHAVEN BOWLING VIRGINIA BEACH, VIRGINIA



FIRST FLOOR (TYPICAL UNIT PLAN - MODEL RC-3)
MODEL RC-3 CONTAINS A TOTAL FLOOR
SPACE OF 2399 SQUARE FEET



SECOND FLOOR (TYPICAL UNIT PLAN - MODEL RC-3)

THE UNDERSIGNED CERTIFIES THAT THESE PLANS ARE ACCURATE AND
COMPLY WITH THE PROVISIONS OF SECTION 85-78.58(6) OF THE CODE
OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS ON PORTIONS
THEREOF DEPICTED HEREON AND ALL COMMON ELEMENTS HAVE BEEN
SUBSTANTIALLY COMPLETED.

Richard L. Rowe
RICHARD L. ROWE, P.E.

NOTES
1. LIMITED COMMON ELEMENTS APPURTENANT TO UNITS WITHIN ACCESS.

2. A DENOTES MAIN ENTRANCE

3. THE DIMENSIONS HEREON ARE TYPICAL OF SIMILAR
TYPES UNLESS OTHERWISE SHOWN.

4. ALL UNIT DIMENSIONS SHOWN ARE INTERIOR DIMENSIONS
AND ARE IN FEET.

5. THE PORTION OF THE IMPROVEMENTS DESIGNATED AS A UNIT IS
SUBJECT TO THE DEFINITION OF THE TERM UNIT IN THE DECLARATION.
EXTERNAL WALLS AND LOAD BEARING INTERIOR WALLS, COLUMNS AND
FLOORS ARE NOT PART OF THE UNIT.

6. INTERIOR UNIT CONFIGURATION AND PARTITIONS AS DEPICTED ARE FOR
THE PURPOSE OF ILLUSTRATION ONLY AND MAY NOT REPRESENT THE
INTERIOR OF A UNIT AS ACTUALLY BUILT.

7. IN ACCORDANCE WITH THE DECLARATION FLOOR SPACE DOES
NOT INCLUDE GARAGE.

8. UNIT DESIGNATIONS ENDING IN AN "R" MEANS "REVERSED UNIT."

VIRGINIA: IN THE CLERK'S OFFICE OF THE CITY OF VIRGINIA BEACH
VIRGINIA: IN THE CLERK'S OFFICE OF THE CITY OF VIRGINIA BEACH
AND ADMITTED TO RECORD IN MAY 1981 BY THE CITY OF VIRGINIA BEACH
AND ADMITTED TO RECORD IN MAY 1981 BY THE CITY OF VIRGINIA BEACH

SHEET 5 OF 6



Talbot & Associates, Ltd.
Professional Engineers
10000 Highway 100, Suite 100, Virginia Beach, VA 23462
Phone: 461-1234

| DATE | BY | DATE | BY |
|----------|----|----------|----|
| 12-31-80 | RC | 12-31-80 | RC |
| 12-31-80 | RC | 12-31-80 | RC |
| 12-31-80 | RC | 12-31-80 | RC |
| 12-31-80 | RC | 12-31-80 | RC |
| 12-31-80 | RC | 12-31-80 | RC |
| 12-31-80 | RC | 12-31-80 | RC |
| 12-31-80 | RC | 12-31-80 | RC |
| 12-31-80 | RC | 12-31-80 | RC |
| 12-31-80 | RC | 12-31-80 | RC |

SUPPLEMENTAL CONDOMINIUM PLANS
OF
ROYAL COURT ESTATE CONDOMINIUM
LYNNHAVEN BOROUGH VIRGINIA BEACH, VIRGINIA