

AMENDMENT TO
DECLARATION OF CONDOMINIUM
KINGS FORD - A CONDOMINIUM

WHEREAS, THE FRANCISCUS COMPANY, INC., a Virginia corporation (the "Declarant"), has filed for record in Deed Book 2459, at page 838, in the Clerk's office of the Circuit Court of the City of Chesapeake, Virginia, the Declaration of Condominium for Kings Ford - A Condominium (the "Condominium"); and

WHEREAS, none of the Units in the Condominium have been sold and the Declarant desires to make the amendments set out hereinbelow in keeping with its reserved right so to do and as provided by Section 55-79.71 of the Code of Virginia, as amended.

NOW, THEREFORE, because of the foregoing the Declarant does hereby declare that the following amendments are made to said Declaration as of the day and year indicated below:

1. Paragraph 1. Submission of Property, is amended by adding thereto the following sentence:

Effective upon the recordation, hereof, SHEETS 1 and 2 of the "Plat of Condominium Subdivision, Kings Ford - A Condominium (Phase 1), Chesapeake, Virginia" are amended and replaced by SHEET 1 (REVISED) and by SHEET 2 (REVISED), which replacement SHEETS are to be recorded simultaneously herewith.

2. Paragraph 2. Definitions, section (j) "Land", is amended to read as follows:

(j) "Land" means the real property described in Exhibit "A" hereto, and shown on the Plat of Condominium, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 94, at pages 13, 13A, 13B and 13C, and a copy of which is attached hereto as shown on Exhibit B hereto; SHEETS 1 and 2 of said Plat having been amended as shown on SHEET 1 (REVISED) and SHEET 2 (REVISED), being recorded simultaneously herewith.

3. Paragraph 6. Common Elements, subsection (a)(4), is amended to read as follows:

(4) All other recreational or community facilities, and private streets;

4. Exhibit "A" to the Declaration is amended by insertion into the blank spaces provided for recordation data of the Plat of Condominium Subdivision the following:

....Map Book 94, pages 13, 13A, 13B and 13C;....

and by adding thereto the following:

SHEETS 1 and 2 of said Plat having been amended as shown on SHEET 1 (REVISED) and SHEET 2 (REVISED), being recorded simultaneously herewith.

5. Exhibit "B" to the Declaration is amended by deleting the contents thereof and adding in place thereof the following:

See SHEETS 1 through 4, inclusive, of record in Map Book 94, pages 13, 13A, 13B and 13C, and SHEET 1 (REVISED) and SHEET 2 (REVISED), being recorded simultaneously herewith.

6. Exhibit "D-1" to the Declaration is amended by insertion into the blank spaces provided for recordation data of the Plat of Condominium Subdivision the following:

....Map Book 94, pages 13, 13A, 13B and 13C,....

and by adding thereto the following:

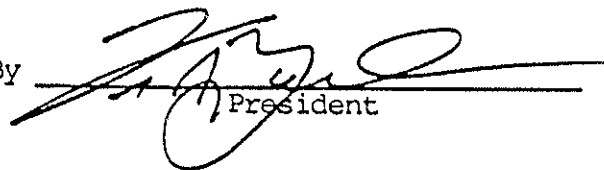
SHEET 1 (REVISED) and SHEET 2 (REVISED) being recorded simultaneously herewith.

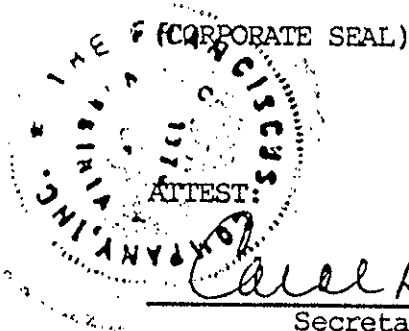
7. In all other respects the said Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to Declaration of Condominium for Kings Ford - A Condominium to be executed this 28th day of February, 1989:

THE FRANCISCUS COMPANY, INC.,
a Virginia corporation,

By


President



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

I, the undersigned Notary Public in and for the State of Virginia At Large, do hereby certify that FRANK R. SPADEA and CAROL B. McLAIN, President and Secretary, respectively, of THE FRANCISCUS COMPANY, INC., a Virginia corporation, appeared before me this 28th day of February, 1989, and acknowledged the foregoing document to be their free act and deed.



Notary Public

My commission expires: JAN. 12, 1990.

VIRGINIA: In the Clerk's Office of Circuit Court of the City
of Chesapeake MAR. 09 1989 19 at 3:16 M
This Deed was presented in Office with the certificate annexed
and admitted to record. Teste: Lillie M. Hart, Clerk
By L. M. [Signature] D.C.

W. PAGE COCKRELL
 A CERTIFIED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT, CONSISTING OF FOUR SHEETS, IS ACCURATE AND CORRECT IN ALL RESPECTS, AND THAT THE CODE OF WISCONSIN, CHAPTER 191, WHICH GOVERNS THE PRACTICE OF THE PROFESSION OF LAND SURVEYING, HAS BEEN SUBSTANTIALLY COMPLETED.

LAND SURVEYOR
 DATE 8-28-89
 THIS PLAT OF CONDOMINIUM SUBDIVISION, CONSISTING OF 4 SHEETS, IS PART OF THE DOCUMENTATION FOR KINGS FORD - A CONDOMINIUM (PHASE 1) FOR WHICH THE DECLARATION OF CONDOMINIUM DATED JAN 30, 1988 IS OF RECORD IN DEED BOOK 859, PAGE 239, IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF CHESAPEAKE, VIRGINIA.

ORIGINAL OF THIS SHEET IS RECORDED IN M.B. 94, P. 13.

LEGAL DESCRIPTION OF CONDOMINIUM UNITS:
 EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE WITHIN THE VERTICAL AND HORIZONTAL BOUNDARIES ESTABLISHED FOR THAT CONDOMINIUM UNIT WITHOUT REGARD TO ANY DEVIATIONS THROUGH SUBSEQUENT MOVEMENT IN THE BUILDING CONTAINING THE SAME. OWNERSHIP OF A CONDOMINIUM UNIT INCLUDES OWNERSHIP OF ALL MATERIALS COVERING THE SURFACE OF A CONDOMINIUM WALL, PARTITIONS, FLOORINGS, CEILINGINGS AND THE INTERIOR SURFACE OF EXTERIOR WALLS, ALL MATERIALS BEHIND THE LONG-SIDE FLOOR ON THE FIRST FLOOR, ALL CEILING MATERIALS BEHIND THE LONG-SIDE FLOOR ON THE SECOND FLOOR, ALL MATERIALS BEHIND THE OVERHEAD SUPPORT SYSTEM, AND ALL PROPERTIES OF INCIDENTAL MEMBERS LIVING WHOLLY WITHIN A LIVING UNIT, EACH BUILDING IN THIS CONDOMINIUM IS DIVIDED INTO TWO UNITS (TYPE "A", AND TYPE "B") BY VERTICAL AND HORIZONTAL BOUNDARIES DESCRIBED AS FOLLOWS:

VERTICALLY BY PLANES WHICH ARE LOCATED:
 ALONG THE WEST TO EAST CENTER LINE OF A 1 HOUR WALL BETWEEN THE GARAGE (1) AND THE CENTER LINE OF A 1 HOUR WALL BETWEEN THE END OF THE GARAGE IN THE TYPE "A" UNIT AND THE HALF BATH AND KITCHEN OF THE TYPE "B" UNIT FROM THE LOWEST PART OF THE SHEETROCK CEILING TO A PLANE CREATED BY THE UPPER SURFACE OF THE CENTER LINE OF A 1 HOUR RATED WALL BETWEEN THE UTILITY AREA, BATH AND CLOSET OF THE TYPE "A" UNIT AND THE HALF BATH, KITCHEN AND UTILITY AREA AND DINING ROOM OF THE TYPE "B" UNIT, FROM THE LOWEST PART OF THE FOUNDATIONS UP TO JOIN A SIMILAR PLANE ON THE SECOND FLOOR, FROM THE CENTER LINE OF A 1 HOUR RATED WALL BETWEEN THE SECOND FLOOR (1) ALONG THE CENTER LINE OF A 1 HOUR RATED WALL BETWEEN THE ALTC CRANE SPACE, STAIRWELL AND MASTER BATH OF THE TYPE "B" UNIT FROM THE UPPER SURFACE OF THE SHEETROCK CEILING TO A PLANE DESCRIBED IN A(3) ABOVE THROUGH THE ROOF SURFACES.

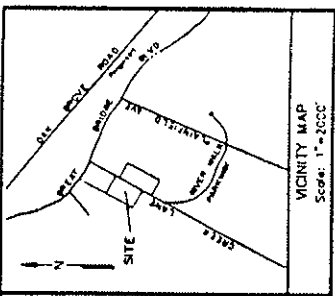
HORIZONTALLY BY A PLANE WHICH IS LOCATED ABOVE THE GARAGE OF THE TYPE "A" UNIT WHICH IS CREATED BY THE UPPER SURFACE OF THE SHEETROCK CEILING IN THE GARAGE OF THE TYPE "A" UNIT SHALL INCLUDE ALL WALLS AND OTHER FIXTURES REQUIRED. THE TYPE "A" UNIT SHALL INCLUDE THE SHEETROCK CEILING AND THE "A" UNIT SHALL HAVE AN ELEVATION ABOVE AND IN COMPLIANCE WITH THE PLAZA SURFACE OF THE FLOOR LAYOUT OF THE TYPE "B" UNIT ABOVE FOR THE PLAZA. MAINTENANCE, REPAIR AND REPLACEMENT OF ALL SUCH WALLS, FASTENERS AND DEVICES REQUIRED FOR INSTALLATION AND OPERATION OF THE GARAGE DOOR, AND ALL ELECTRICAL CABLES AND WIRES NORMALLY PLACED IN SUCH AREAS FOR THE USE AND ENJOYMENT OF SUCH A GARAGE.

LEGAL DESCRIPTION OF LIMITED COMMON ELEMENTS:
 LIMITED COMMON ELEMENTS ARE PORTIONS OF THE COMMON ELEMENTS RESERVED TO OR FOR THE USE OF ONE OR MORE BUT LESS THAN ALL OF THE UNITS, PATIOS AND ASSOCIATED OPENINGS, DRIVEWAYS, APPROXS, STAIRWAYS, STAIRS, STAIRS, SECTIONS OF STAIRS, CORRIDORS, CLOSETS AND OTHER FACILITIES, WHICH SERVE ONLY ONE OR TWO UNITS ARE LIMITED COMMON ELEMENTS.

LEGAL DESCRIPTION OF COMMON ELEMENTS:
 COMMON ELEMENTS SHALL CONSIST OF THE LAND AND ALL IMPROVEMENTS OF THE CONDOMINIUM NOT WITHIN OR A PART OF A UNIT AS DESCRIBED AND DEFINED ABOVE, NOT A LIMITED COMMON ELEMENT, BUT (3) INCLUDING ANY TANGIBLE PERSONAL PROPERTY REASONABLY CONSIDERED TO BE OF COMMON USE OR NECESSARY TO THE EXISTENCE AND UPKEEP OF THE CONDOMINIUM AND THE SAFETY OF COMMONS, GUESTS, INMATES AND OTHER PERSONS HAVING ACCESS TO THE CONDOMINIUM.

THE UNDERSIGNED REGISTERED ENGINEER CERTIFIES THAT HE HAS READ SEC. 19-1-1 OF THE CODE OF VIRGINIA, AND FINDS THIS PLAT AND PLANS, CONSISTING OF FOUR SHEETS, TO BE IN ACCORDANCE WITH THE CODE AND THAT ALL PARTS OF THE PORTIONS THEREOF DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

Richard B. ...
 PROFESSIONAL ENGINEER
 DATE 8/28/89
 A NOTARY PUBLIC IN AND FOR THE STATE OF VIRGINIA DO HEREBY CERTIFY THAT THE PERSON WHOSE SIGNATURE APPEARS ON THESE WRITING BECAME DATE ON THE 28th DAY OF August 1989, AND THAT HE HAS ACKNOWLEDGED THE SAME BEFORE ME IN THE CITY AND STATE AFORESAID.
 GIVEN UNDER MY HAND THIS 28th DAY of August 1989.
 BY COMMISSION EXPIRES: 3/28/90
Richard S. ...
 NOTARY PUBLIC

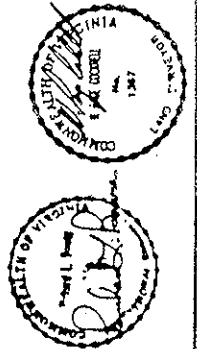


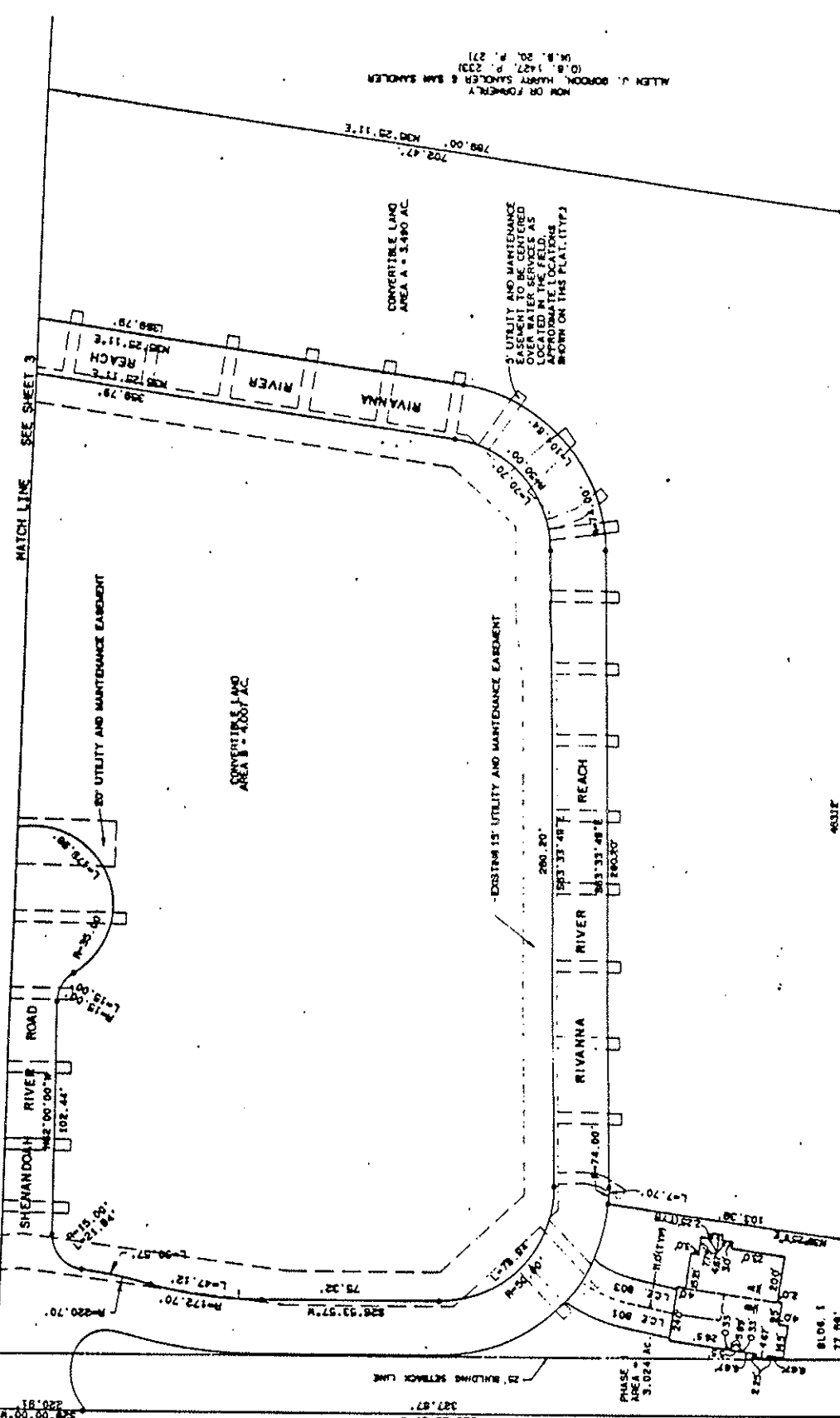
VICINITY MAP
 Scale: 1" = 2000'

RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF CHESAPEAKE, VIRGINIA, ON THE DAY OF SEPTEMBER 19, 1989. THIS PLAT WAS RECEIVED AND ADMITTED TO RECORD IN MAP BOOK _____ AT PAGE _____

PLAT OF	
CONDOMINIUM SUBDIVISION	
KINGS FORD - A CONDOMINIUM	
PHASE 1	
SEPTEMBER 14, 1988	
SHEET 2 OF 4 (REVISED)	
WASHINGTON, BOROUDER	
DATE	8/28/89
BY	Richard B. ...
TITLE	PROFESSIONAL ENGINEER
PROJECT NO.	671225
SCALE	NONE
DATE	8/28/89
BY	Richard S. ...
TITLE	NOTARY PUBLIC

Talbot & Associates, Ltd.
 Virginia Licensed Professional Engineers
 1000 Northampton Street, Suite 100, Chesapeake, VA 23041
 Phone: (804) 683-3148

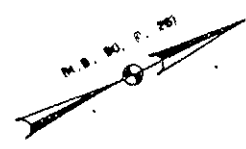




RIVER WALK PARKWAY (VAR. R/W)
 D.M.B. 90, P. 241

NOTES:

1. L.C.E. 90' INDICATES UNITED COMMON ELEMENT SERVING THE UNIT THAT HAS STREET ADDRESS TO BE ASSIGNED BY THE PORT OFFICE.
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Talbot & Associates, Ltd.
 Architects, Engineers, Planners, Surveyors, and Environmental Scientists
 1000 North 17th Street, Suite 200, Norfolk, VA 23510
 Phone: 757/622-1111
 Fax: 757/622-1112
 E-mail: info@talbot.com

NO.	DATE	DESCRIPTION
1	10/21/98	PRELIMINARY PLAN
2	11/10/98	REVISED PLAN
3	12/15/98	REVISED PLAN
4	01/20/99	REVISED PLAN
5	02/10/99	REVISED PLAN
6	03/10/99	REVISED PLAN
7	04/10/99	REVISED PLAN
8	05/10/99	REVISED PLAN
9	06/10/99	REVISED PLAN
10	07/10/99	REVISED PLAN
11	08/10/99	REVISED PLAN
12	09/10/99	REVISED PLAN
13	10/10/99	REVISED PLAN
14	11/10/99	REVISED PLAN
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97	10/10/06	REVISED PLAN
98	11/10/06	REVISED PLAN
99	12/10/06	REVISED PLAN
100	01/10/07	REVISED PLAN

PLAT
 CONDOMINIUM SUBDIVISION
 "KINGS FORD - A CONDOMINIUM"
 PHASE 1
 SEPTEMBER 18, 1998
 SHEET 2 OF 4 (REVISED)
 WASHINGTON BOROUGH - CHESAPEAKE, VIRGINIA

MR 9 LL DC 1 TA

EXHIBIT "A"

KINGS FORD - A CONDOMINIUM
DESCRIPTION OF LAND

All that certain parcel of land, situate in the City of Chesapeake, Virginia, depicted and shown on that certain plat entitled "PLAT OF CONDOMINIUM SUBDIVISION "KINGS FORD - A CONDOMINIUM" PHASE 1", consisting of four (4) sheets, dated September 16, 1988, duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Map Book 94, pages 13-13A-B-C; containing a total of 10.521 acres; and also being shown as PARCEL M-1 on that certain plat of record in said Clerk's Office in Map Book 90, page 26.

EXHIBIT "B"

PLAT OF CONDOMINIUM SUBDIVISION

See Sheets 1 through 4, inclusive,
of record in Map Book 94, Page 13.

LEGAL DESCRIPTION OF CONDOMINIUM UNITS

LEGAL DESCRIPTION OF CONDOMINIUM UNITS. THE PLAT WITHIN THE VERTICAL AND HORIZONTAL BOUNDARIES DESCRIBED AS FOLLOWS: HORIZONTAL BOUNDARIES DESCRIBED AS FOLLOWS: VERTICALLY BY PLANES WHICH ARE LOCATED ALONG THE FIRST FLOOR, (1) ALONG THE CENTER LINE OF A 1 HOUR WALL BETWEEN THE GARAGES OF THE TWO UNITS, (2) ALONG THE CENTER LINE OF A 1 HOUR WALL BETWEEN THE END OF THE GARAGE IN THE TYPE 'A' UNIT AND THE HALF BATH AND KITCHEN OF THE TYPE 'B' UNIT, FROM THE LOWEST PART OF THE FOUNDATIONS UP TO A PLANE CREATED BY THE UPPER SURFACE OF THE SHEETROCK CEILING IN THE GARAGE OF THE TYPE 'A' UNIT, AND STAIRWELL AND UTILITY AREA AND DINING ROOM OF THE TYPE 'B' UNIT, FROM THE LOWEST PART OF THE FOUNDATIONS UP TO JOIN A SIMILAR PLANE ON THE SECOND FLOOR; BOW THE SECOND FLOOR, (1) ALONG THE CENTER LINE OF A 1 HOUR RATED WALL BETWEEN THE ATTIC CRAWL SPACE, STAIRWELL AND MASTER BATH OF THE TYPE 'A' UNIT AND THE MASTER BATH, SECOND BATH, STAIRWELL AND LOFT OF THE TYPE 'B' UNIT, FROM THE PLANE CREATED BY THE UPPER SURFACE OF THE SHEETROCK CEILING IN THE GARAGE OF THE TYPE 'A' UNIT AND CONTINUING UPWARD ALONG THE PLANE DESCRIBED IN A) ABOVE THROUGH THE ROOF SURFACES.

HORIZONTAL BOUNDARIES BY A PLANE WHICH IS LOCATED ABOVE THE GARAGE OF THE TYPE 'A' UNIT AND THE UPPER SURFACE OF THE SHEETROCK CEILING IN SAID GARAGE. THE TYPE 'A' UNIT SHALL INCLUDE ATTIC, STAIRS AND OTHER DEVICES REQUIRED TO KEEP IN PLACE SAID SHEETROCK CEILING AND THE TYPE 'B' UNIT SHALL HAVE AN EASEMENT ABOVE SAID PLANE UP TO THE LOWER SURFACE OF THE FLOOR LAYOUT OF THE TYPE 'B' UNIT ABOVE FOR THE PLACEMENT, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL SUCH NAILS, FASTENERS AND DEVICES REQUIRED FOR INSTALLATION AND OPERATION OF THE GARAGE DOOR, AND ALL ELECTRICAL CABLES AND WIRES NORMALLY PLACED IN SUCH AREAS FOR THE USE AND ENJOYMENT OF SUCH A GARAGE.

LEGAL DESCRIPTION OF LIMITED COMMON ELEMENTS:

LIMITED COMMON ELEMENTS ARE PORTIONS OF THE COMMON ELEMENTS RESERVED FOR THE EXCLUSIVE USE OF ONE OR MORE BUT LESS THAN ALL OF THE UNITS, PATIOS AND ASSOCIATED FENCE SCREENS, SIDEWALKS, DRIVEWAY APRONS FROM STREET TO GARAGE, SECTIONS OF PIPES, CONDUITS, CABLES, WIRES AND LIFE FACILITIES WHICH SERVE ONLY ONE OR TWO UNITS ARE LIMITED COMMON ELEMENTS.

LEGAL DESCRIPTION OF COMMON ELEMENTS:

COMMON ELEMENTS SHALL CONSIST OF THE LAND AND ALL IMPROVEMENTS OF THE CONDOMINIUM (1) NOT WITHIN OR A PART OF A UNIT AS DESCRIBED AND DEFINED ABOVE, (2) NOT A LIMITED COMMON ELEMENT BUT (3) INCLUDING ANY TANGIBLE PERSONAL PROPERTY REASONABLY CONSIDERED TO BE OF COMMON USE OR NECESSITY TO THE EXISTENCE AND UPTAKE OF THE CONDOMINIUM AND THE SAFETY OF OWNERS, GUESTS, INVITES AND OTHER PERSONS HAVING ACCESS TO THE CONDOMINIUM.

NOTE: PHASE HAS OFF STREET PARKING SPACES ALL SUCH PARKING SPACES ARE SUBJECT TO REGULATION BY THE BOARD OF DIRECTORS.

RE: KINGS FORD - A CONDOMINIUM (PHASE 1)

THE UNDERSIGNED REGISTERED ENGINEER CERTIFIES THAT HE HAS READ SEC. 55-78.56(2) OF THE CODE OF VIRGINIA, AND FINDS THIS PLAT AND PLANS, CONSISTING OF FOUR SHEETS, TO BE IN ACCORDANCE WITH THE CODE, AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

Robert J. Brown
PROFESSIONAL ENGINEER
DATE 1/21/89

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:
I, John C. Glavin, a Notary Public in and for the State of Virginia at Large, do hereby certify that the person whose name is signed to the above writing bearing date on the 21st day of Jan., 1989, has acknowledged the same before me in the City and State aforesaid.

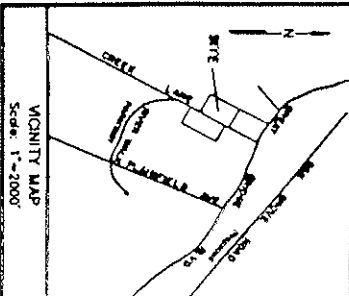
GIVEN UNDER MY HAND THIS 21st DAY OF Jan., 1989
BY COMMISSION EXPIRES 20th 1988

John C. Glavin
NOTARY PUBLIC

W. PAGE COCKRELL, A CERTIFIED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT, CONSISTING OF FOUR SHEETS, IS ACCURATE AND THAT IT COMPLETS WITH THE PROVISIONS OF SECTION 55-78.56(2) OF THE CODE OF VIRGINIA, I FURTHER HEREBY CERTIFY THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

W. Page Cockrell
LAND SURVEYOR
DATE 1-21-89

THIS PLAT OF CONDOMINIUM SUBDIVISION, CONSISTING OF 4 SHEETS, IS PART OF THE DOCUMENTATION FOR KINGS FORD - A CONDOMINIUM (PHASE 1) FOR WHICH THE DECLARATION OF CONDOMINIUM DATED 12-1-88 IS OF RECORD IN DEED BOOK 19 PAGE 108 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF OCEANVIEW, VIRGINIA.



NOTARIAL: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF OCEANVIEW, VIRGINIA, ON THE 21st DAY OF Jan., 1989, THIS PLAT WAS RECEIVED AND ADMITTED TO RECORD IN SAID BOOK 19 AT PAGE 108

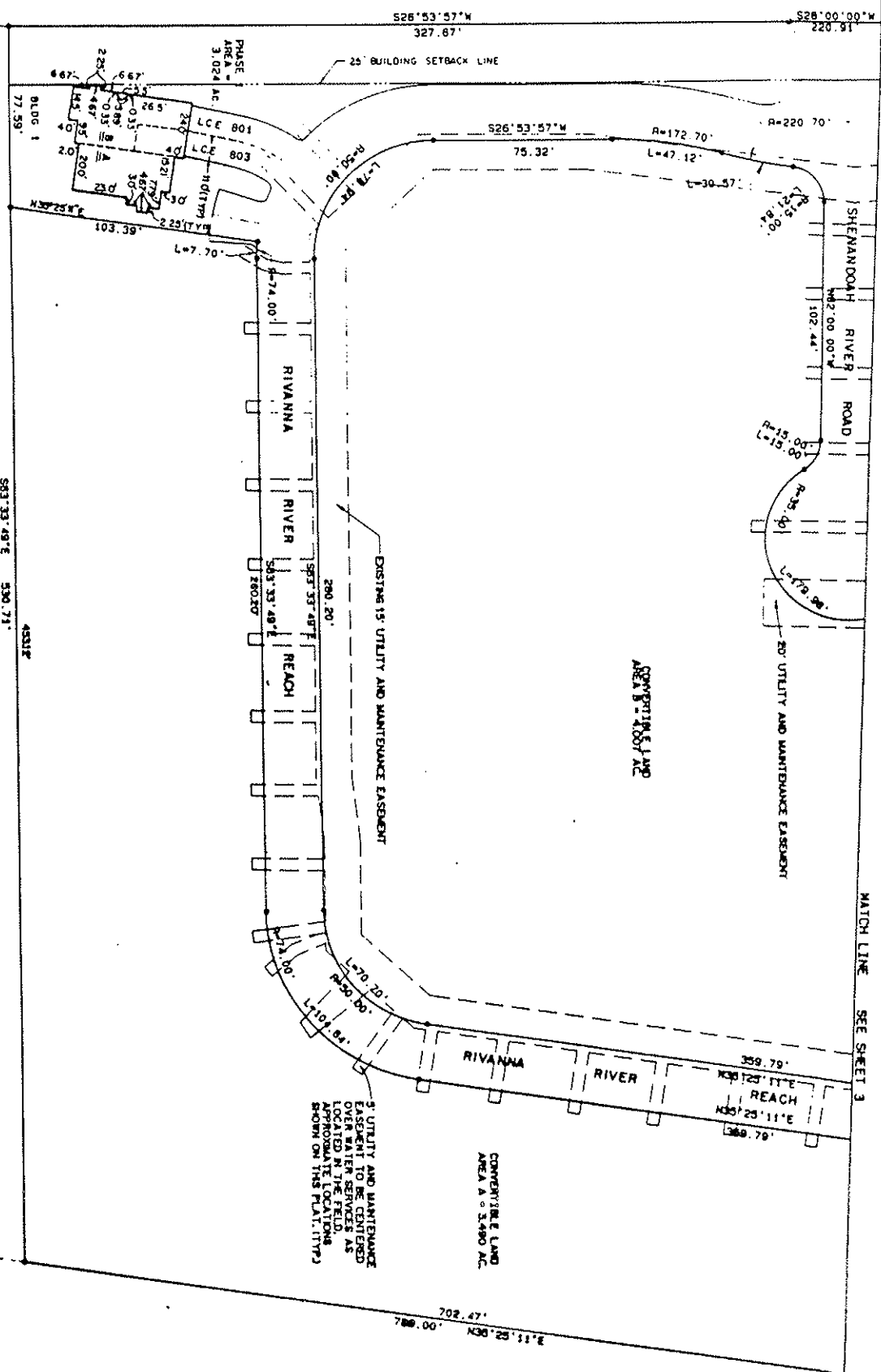
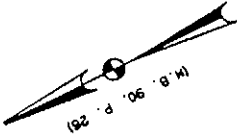
TESTE: _____ CLERK



Talbot & Associates Ltd
Architects/Engineers/Interior Designers/Planners
2015 Northampton Street, Suite 100, Ocean View, VA 22541
Tel: 757-225-1234

Recorded by	W.C. [Signature]	Date	01/21/89
Book	19	Page	108
Sheet	N/A	Sheet	N/A
Scale	N/A	Scale	N/A
Project	KINGS FORD - A CONDOMINIUM	Project	KINGS FORD - A CONDOMINIUM
City	OCEANVIEW	City	OCEANVIEW
State	VIRGINIA	State	VIRGINIA

PLAT OF
CONDOMINIUM SUBDIVISION
"KINGS FORD - A CONDOMINIUM"
PHASE 1
1988
OCEANVIEW, VIRGINIA



- NOTES:**
1. L.C.E. NOT INDICATES LIMITED COMMON ELEMENT SERVING THE UNIT THAT HAS STREET NUMBER 801 ASSIGNED BY THE POST OFFICE.
 2. EASEMENT DATED JULY 21, 1988, REED BOOK 20811 PAGE 452, LAMP BOOK 51, PAGE 23, TO NORTH ADJACENT TO RIVER WALK PARKWAY, ALONG RIVER WALK PARKWAY, NORTH AND SOUTH OF ENTRANCE, REED BOOK 2303.
 3. EASEMENT DATED SEP 14, 1988, REED BOOK 20811 PAGE 452, LAMP BOOK 51, PAGE 23, TO ALL UNITS.
 4. EASEMENT DATED MARCH 3, 1988, REED BOOK 20811 PAGE 452, LAMP BOOK 51, PAGE 23, TO NORTH ADJACENT TO RIVER WALK PARKWAY, ALONG RIVER WALK PARKWAY, NORTH AND SOUTH OF ENTRANCE, REED BOOK 2303.
 5. EASEMENT DATED SEP 14, 1988, REED BOOK 20811 PAGE 452, LAMP BOOK 51, PAGE 23, TO ALL UNITS.
 6. BUFFER EASEMENT, 25' W WIDTH, ALONG RIVER WALK PARKWAY, LAMP BOOK 50, PAGE 23.

PARCEL R-1
 MAP NO. P280

S93°33'48"E 530.71'

45312

TOTAL AREA = 10,521 ACRES



Talbot & Associates, Ltd.
 Architects/Engineers/Interior Designers/Landscape Architects
 707 Third Street, Suite 200, Newport News, VA 23602
 Phone: (804) 241-1111

NO.	DATE	BY	REVISION
1	11/11/88	ASD	ISSUED FOR PERMIT
2	11/11/88	ASD	REVISED PER COMMENTS
3	11/11/88	ASD	REVISED PER COMMENTS
4	11/11/88	ASD	REVISED PER COMMENTS
5	11/11/88	ASD	REVISED PER COMMENTS
6	11/11/88	ASD	REVISED PER COMMENTS
7	11/11/88	ASD	REVISED PER COMMENTS
8	11/11/88	ASD	REVISED PER COMMENTS
9	11/11/88	ASD	REVISED PER COMMENTS
10	11/11/88	ASD	REVISED PER COMMENTS

PLAT OF
 CONDOMINIUM SUBDIVISION
 "KINGS FORD - A CONDOMINIUM"
 PHASE 1
 REPT. NO. 18, 1988
 BY
 WASHINGTON DC
 CHARLES YOUNG

NON OR FORMERLY
 ALLEN J. BOROON, HARRY SANDLER & SAM SANDLER
 (D.B. 1427, P. 233)
 (D.B. 20, P. 27)

RIVER WALK PARKWAY (VAR. R/W) (M.B. 90, P. 26)

EXISTING 50'x25' UTILITY EASEMENT (M.B. 90, P. 26)

S28°00'00"W
220.91'

R=6040.00' L=129.74'

S28°31'31"W 103.44'
90.00'

23' BUILDING SETBACK LINE

L=71.62'
R=5065.00'

15' UTILITY AND MAINT. EASEMENT

R=224.38'

R=175.36'

S28°00'00"W
75.32'

R=50.36'

NOTES

1. L.C.E. 801 INDICATES LIMITED COMMON ELEMENTS SERVING THE UNIT THAT HAS STREET NUMBER 2023. THIS UNIT IS ASSIGNED BY THE POST OFFICE TO 2023. THE UNIT IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY. THE UNIT IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY.
2. THE UNIT IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY. THE UNIT IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY.
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10. THE UNIT IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY. THE UNIT IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY.

SHELANDOAH RIVER ROAD

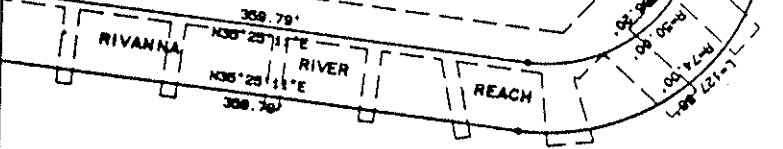
MATCH LINE SEE SHEET 2

3' UTILITY AND MAINTENANCE EASEMENT TO BE CENTERED OVER WATER SERVICES AS LOCATED IN THE FIELD. APPROXIMATE LOCATION SHOWN ON THIS PLAN. (177)

CONVERTIBLE LAND
AREA B = 4.007 AC.

EXISTING 15' UTILITY AND MAINTENANCE EASEMENT

CONVERTIBLE LAND
AREA A = 3.490 AC.



HANWOOD PRESERVE (M.B. 90, P. 26)

PHASE 1
AREA = 3.024 AC.

NCK OR FORMERLY RIVER WALK DEVELOPMENT, INC. (M.B. 21, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)



Talbot & Associates Ltd
Architectural Engineers, Surveyors, Landscapers, Planners
1000 North 10th Street, Suite 100, Arlington, VA 22201
Tel: 703-261-1111
Fax: 703-261-1112

NO.	DATE	BY	DESCRIPTION
1	11-20-00	ALJ	PRELIMINARY PLAN
2	11-20-00	ALJ	FINAL PLAN
3	11-20-00	ALJ	AS-BUILT

CONDOMINIUM SUBDIVISION
"RINGS FORD - A CONDOMINIUM"
PHASE 1
SEPTEMBER 18, 1998
SHEET 3 OF 4
WASHINGTON BOARDS - OVERSIGHT VIRGINIA

NCK OR FORMERLY ALLEN J. BORDEN, HARRY SANDLER & SAM SANDLER (D.B. 1427, P. 233) (M.B. 20, P. 27)

EXHIBIT "C - Phase 1"

KINGS FORD - A CONDOMINIUM
 PERCENTAGE OWNERSHIP IN COMMON ELEMENTS
 AND VOTE OF EACH UNIT IN
 UNIT OWNERS ASSOCIATION

Phase 1 Only

<u>Unit No.</u>	<u>Model Type</u>	<u>Percentage Ownership In Common Elements</u>	<u>Vote In Association</u>
1-A	A	An equal undivided interest in the Common Elements is allocated to each Unit, the fractional value to be determined by the number of Units in the Condominium from time to time.	1
1-B	B		<u>1</u>
Total Units = 2			2

EXHIBIT "D-1"

KINGS FORD - A CONDOMINIUM
DESCRIPTION OF CONVERTIBLE LAND

All those certain parcels of land, situate in the City of Chesapeake, Virginia, depicted and shown as CONVERTIBLE LAND on Sheets 2 and 3 of that certain plat entitled "PLAT OF CONDOMINIUM SUBDIVISION "KINGS FORD - A CONDOMINIUM" PHASE 1", consisting of four (4) sheets, dated September 16, 1988, duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 94, pages 13-13A-B-C, CONVERTIBLE AREA "A" having an area of 3.490 acres and CONVERTIBLE AREA "B" having an area of 3.490 acres.



KINGS FORD — A CONDOMINIUM

JOB # _____ MODEL # _____ UNIT _____ PHASE # _____

STREET ADDRESS _____, Chesapeake, Virginia 23320.

AGREEMENT

THIS AGREEMENT OF SALE, (the "Agreement"), is made on the _____ day of _____ 198____, by and between The Francisco Company, Inc., the Declarant for Kings Ford — A Condominium, ("Seller") and, _____ ("Purchaser").

PROPERTY

In consideration of the mutual promises and agreements afterwards to set forth, Seller agrees to sell and Purchaser agrees to buy at the price and on the terms and conditions hereinafter stated, Unit# _____ (the "Unit"), Kings Ford — A Condominium, (the "Condominium") located in the City of Chesapeake, Virginia, as more particularly described in the Declaration on Condominium for Kings Ford — A Condominium.

PURCHASE PRICE

_____ is the purchase price of the Unit which will be paid as follows:
_____ is the down payment which will be paid at settlement or occupancy and will apply to the purchase price.
_____ Balance which will be paid at settlement from proceeds of a loan to be obtained by the purchaser.

The funding fee, or PMI fee, if any, shall be paid by Purchaser (i) at settlement or (ii) financed as a part of Purchaser's loan.
The purchase price of this Unit shall include the following:

DEPOSIT

The Purchaser has deposited with Seller the aggregate sum of \$_____ (the "Deposit"). The Deposit is to be applied to prepaid expenses and deposits at closing with the remainder, if any, to be applied to the down payment.
The Deposit shall be held by the Seller in an interest bearing escrow account. Any interest earned on the Deposit shall be the property of the Seller.

FINANCING

Purchaser is applying as a _____ for a _____ loan for the maximum term at the prevailing rate of interest at time of closing. Seller will pay the discount required to place Purchaser's loan up to but not to exceed a discount of _____%. Seller agrees to pay all closing costs in excess of \$_____ exclusive of prepaid charges, the VA Funding Fee, PMI Fee and credit report.

The Purchaser agrees diligently and in good faith promptly to do all things necessary to obtain said loan including, but not limited to, the filing of any required documents or information with the lending institution or government agencies. The Purchaser shall promptly comply with all reasonable and necessary requirements imposed by the lender or any government agency having jurisdiction of the matter.

In the event Purchaser is acting in good faith and is unable to obtain a commitment for such loan by reason of a refusal on the part of the lender to approve his application for credit or for eligibility reasons, this contract shall be null and void and the Deposit refunded to Purchaser without interest.

If, however, Purchaser places himself in a position where he does not qualify for such loan, this Agreement may be terminated at the option of the Seller, and the Deposit retained by Seller as liquidated damages, in event of such default. If Seller decides not to terminate this Agreement and treat the Deposit as liquidated damages, the Seller shall have the right to recover such sums, if any, as may be necessary to place Seller in the position Seller was in prior to the date this Agreement was entered into, including the actual cost of installation and the cost of removing any extras contracted for, including optional equipment and property, and the cost of restoring the Unit to its original state but for the extras, together with any other damages that may be sustained by the Seller. After a commitment for such loan has been obtained by Purchaser, Purchaser shall not act or fail to act in any matter which will result in a revocation of such commitment.

DELIVERY OF PROPERTY

It is understood that Purchaser or his agent are not to enter the above described property prior to settlement. In the event that Purchaser does enter the property prior to the time of settlement, Purchaser agrees and understands that he is doing so without permission of the Seller and at his own risk and hereby releases and holds Seller harmless from any and all claims for damages to Purchaser's person or property and to any person or property of any person who may accompany Purchaser. The risk of loss or damage to said property by fire or other casualty is assumed by Seller until settlement. The subject residence shall be delivered to purchaser within twelve (12) months of the date hereof, provided Purchaser qualifies in all things and seller received timely that which is contracted for herein, but subject to delays through work stoppages, strikes, lockouts, availability of labor, craftsman, action of the elements, Acts of God and everything unanticipated, unforeseen and any thing or occurrence not within the contemplation of the parties at the time of Seller's approval hereof, and every thing or anything or happening done or occasioned by anybody other than by an authorized agent of Seller. In the event said unit cannot be delivered to Buyer within said period, the Purchaser shall have the right to terminate this Contract by giving written notice by certified or registered mail, returned receipt requested, at the end of said period, of an intention to cancel this Contract, after which this Contract shall be deemed null and void and neither party shall have any obligation to the other with respect to this Contract, and the monies paid hereunder by the Purchaser to the Seller shall be refunded without interest.

CLOSING INFORMATION

Within five (5) days after the time that the dwelling herein sold has been completed and loan has final approval, closing shall be made hereunder.

Closing shall be made at the office of the Seller's Attorney. Purchaser, if he so desires, may be represented at the closing by an attorney of his choice and at his own expense. The charge for any such attorney employed by the Purchaser shall not be a closing cost to be paid by the Seller under any circumstances.

Seller will execute and deliver to Purchaser, at closing, a General Warranty Deed with English Covenants of Title conveying to Purchaser marketable fee simple title to the Unit subject only to the following:

- Real estate taxes for the period in which the closing occurs and thereafter;
- Restrictions, conditions, reservations, limitations, covenants, easements and other matters of record;
- Zoning and subdivision laws and ordinances;
- The Declaration, By-Laws and Rules and Regulations of the Condominium;
- The standard printed exceptions contained in an owner's policy of title insurance in the form customarily issued in Chesapeake, Virginia.

If the Seller is unable to deliver title as provided for in this Agreement, the Seller shall not be obligated to cure any objections or defects in title, but shall be afforded a reasonable time (not less than 60 days) within which to cure any objections or defects in title if it so elects. If Seller does not cure any such title objection, the Purchaser may accept the title in its existing condition and close the transaction but without any reduction in the purchase price or Purchaser may terminate this Agreement and be entitled to a return of the Deposit. Upon the return of the Deposit, the Seller shall be released and relieved of any liability to Purchaser and this Agreement shall thereafter be null and void.

The acceptance of a deed by Purchaser and the closing of the transaction shall be acknowledgement by the Purchaser of the full performance by the Seller of all its agreements, obligations and responsibilities under this Agreement.

Purchaser will be required at closing to pay an initial sum of two (2) months' assessment to go into the working capital account of Kings Ford Owners Association, Inc., and in addition a pro rata share of the assessment for the current month. Purchaser shall thereafter pay such assessment monthly in advance. All monies due at closing shall be paid in cash, certified check or cashier's check payable to seller's attorney or settlement agent. Purchaser shall pay the prepaid costs including credit report, prorated taxes, insurance and balance of purchase price at settlement.

INSURANCE

Kings Ford Owners Association, Inc., will acquire and pay a master policy of fire and hazard insurance on the unit as originally built as common expense. However, each unit owner will be required to obtain and to pay the premium on a HO6 Condominium Owners Policy insuring contents, etc., in such amount of coverage as the unit owner elects.

DEFAULT

If Seller substantially complies with all of its obligations under this Agreement and if Purchaser defaults in the performance of any one or more of his obligations under this Agreement, then this Agreement may be terminated at the option of the Seller and the Deposit shall be retained by the Seller as liquidated damages. If Seller, in the event of such default elects not to terminate this Agreement and treat the Deposit as liquidated damages, the Seller shall have the right to recover such sums, if any, as may be necessary to place Seller in the position Seller was in prior to the date this Agreement was entered into, including the actual cost of installation and the cost of removing any extras, including contracted for optional equipment and property and the cost of restoring the Unit to its original state but for the extras, together with any other damages that may be sustained by Seller.

Purchaser's Initials _____ Seller's Initials _____

JOB # _____ MODEL # _____ UNIT # _____ PHASE # _____

DISCLOSURE OF CONDO DOCUMENTS

The Purchaser acknowledges that the documents listed below have been provided to him on the _____ day of _____, 198____ which documents are made a part of this Agreement by this reference and Purchaser shall be bound thereby:

- Copy of the Public Offering Statement
- Copy of Declaration
- Copy of the By-Laws of the Owners Association
- Copy of the Rules and Regulations of the Owners Association
- Copy of the Annual Budget (Proposed)

The Annual Budget is only a best estimate which has been compiled on the basis of limited information available to Seller. Seller can give no assurance that actual costs will not exceed this estimate.

Seller reserves the right to modify or amend any of the documents referred to above to conform same to the Condominium Act to correct matters of form, but no such modification or amendment shall be made which would materially affect the rights of Purchaser, or the value of his Unit, without obtaining Purchaser's written approval.

WARRANTY

Seller warrants to Purchaser the Unit, common elements and limited elements and limited common elements to the extent required pursuant to Section 55-79.79(b) of the Code of Virginia, which warranty is in lieu of any and all other warranties.

ADDITIONAL PROVISIONS

A. Purchaser represents that he has not relied upon any statements, oral or written, published by or under the authority of Seller in any advertising and promotional matter including but not limited to brochures, newspaper advertisements, radio advertisement, or television advertisement, but has based the decision to purchase on personal investigation and observation and upon the disclosure materials provided.

B. The models are displayed for illustrative purposes only, and such displays shall not constitute an agreement or commitment on the part of Seller to deliver the property herein purchased in exact accordance with any such model unit.

C. Seller reserves the right to substitute appliances, fixtures, equipment and hardware within the Unit with items of equal or better quality.

D. Until such time as all of the Units in the Condominium have been sold, Seller reserves the right to make such use of its unsold Units and common elements as are necessary for its sales program. Such use, however, shall not unreasonably interfere with the enjoyment of the Condominium by other Unit Owners.

E. Possession shall be at closing or before by separate agreement.

F. This Agreement constitutes the final and complete agreement between the parties. No representations, claims or statements shall be binding upon Seller unless the same are expressly set forth in this agreement.

G. When FHA or VA financing applies, it is expressly agreed that notwithstanding any other provisions of this Agreement, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by retention of earnest money deposit or otherwise unless the Purchaser has received a written statement issued by the FHA Commissioner or the Veterans Administration, whichever is applicable, setting forth the appraised value of the

property (excluding closing costs) of not less than _____ sales price, which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Agreement without regard to the amount of the appraised valuation made by the FHA Commissioner or Veterans Administration, whichever is applicable. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value of the conditions of the property. The Purchaser should satisfy himself that the price and condition of the property are acceptable.

AGENT'S COMMISSION

Seller agrees to pay the Agent cash for his services, a commission in accordance with the terms of an agreement by and between the Seller and Agent. If co-brokered, Seller agrees to pay co-broker a _____% commission based on _____

N.I.C.U.Z.

Notice is hereby given that this property is located in Zone _____ of the (A.I.C.U.Z.) Air Installation Compatible Use Zone.

INSULATION

Insulation characteristics: Ceiling _____ Walls _____ Floors _____

THE TEN DAY PERIOD

THE PURCHASER MAY CANCEL THIS CONTRACT WITHIN TEN (10) DAYS AFTER EXECUTION, OR WITHIN TEN (10) DAYS AFTER DELIVERY TO THE PURCHASER OF THE CURRENT PUBLIC OFFERING STATEMENT FOR KINGS FORD — CONDOMINIUM, WHICHEVER IS LATER, WITHOUT PENALTY, AT THE SOLE DISCRETION OF THE PURCHASER, BY WRITTEN NOTICE, HAND DELIVERED OR SENT BY UNITED STATES MAIL (CERTIFIED RETURN RECEIPT REQUESTED) TO THE DECLARANT OR TO ANY SALES AGENT OF THE DECLARANT PRIOR TO SUCH TERMINAL DATE.

Selling Firm

Purchaser

By _____
Agent

Purchaser

THE FRANCISCUS COMPANY, INC.

By _____

By _____
Seller Date