DECLARATION OF CONDOMINIUM

OF

TOWN CENTER RESIDENTIAL CONDOMINIUM 7

Prepared by and return to:

FAGGERT & FRIEDEN, P.C.
222 Central Park Avenue
Suite 1300
Virginia Beach, Virginia 23462

GPIN Nos.: 1477-44-7510-4000 Submitted Land

[Individual Unit GPIN Nos. are listed on the next page]

200711290015912800 Pg. 1 OF 75
City of Virginia Beach
11/29/2007 02:46:31 PM DECL
Tina E. Sinnen, Clerk

PLAT INSTRUMENT #200711290015912800

INDIVIDUAL UNIT GPIN DESIGNATIONS

UNIT NO.	GPIN
1601	1477-44-7510-4001
1602	1477-44-7510-4002
1603	1477-44-7510-4003
1604	1477-44-7510-4004
1605	1477-44-7510-4005
1606	1477-44-7510-4006
1607	1477-44-7510-4007
1608	1477-44-7510-4008
1609	1477-44-7510-4009
1610	1477-44-7510-4010
1611	1477-44-7510-4011
1612	1477-44-7510-4012
1701	1477-44-7510-4013
1702	1477-44-7510-4014
1703	1477-44-7510-4015
1704	1477-44-7510-4016
1705	1477-44-7510-4017
1706	1477-44-7510-4018
1707	1477-44-7510-4019
1708	1477-44-7510-4020
1901	1477-44-7510-4021
1902	1477-44-7510-4022
1903	1477-44-7510-4023
1904	1477-44-7510-4024
1905	1477-44-7510-4025
1906	1477-44-7510-4026
2001	1477-44-7510-4027
2002	1477-44-7510-4028
2003	1477-44-7510-4029
2004	1477-44-7510-4030
2005	1477-44-7510-4031
2006	1477-44-7510-4032
2101	1477-44-7510-4033
2102	1477-44-7510-4034
2103	1477-44-7510-4035
2104	1477-44-7510-4036
2105	1477-44-7510-4037
2106	1477-44-7510-4038
2201	1477-44-7510-4039
2202	1477-44-7510-4040
2203	1477-44-7510-4041
2204	1477-44-7510-4042
2205	1477-44-7510-4043
2206	1477-44-7510-4044
2301	1477-44-7510-4045
2302	1477-44-7510-4046
2303	1477-44-7510-4047
2304	1477-44-7510-4048
2305	1477-44-7510-4049
2306	1477-44-7510-4050

UNIT NO.	GPIN
2401	1477-44-7510-4051
2402	1477-44-7510-4052
2403	1477-44-7510-4053
2404	1477-44-7510-4054
2405	1477-44-7510-4055
2406	1477-44-7510-4056
2501	1477-44-7510-4057
2502	1477-44-7510-4058
2503	1477-44-7510-4059
2504	1477-44-7510-4060
2505	1477-44-7510-4061
2506	1477-44-7510-4062
2601	1477-44-7510-4063
2602	1477-44-7510-4064
2603	1477-44-7510-4065
2604	1477-44-7510-4066
2605	1477-44-7510-4067
2606	1477-44-7510-4068
2701	1477-44-7510-4069
2702	1477-44-7510-4070
2703	1477-44-7510-4071
2704	1477-44-7510-4072
2705	1477-44-7510-4073
2706	1477-44-7510-4074
2801	1477-44-7510-4075
2802	1477-44-7510-4076
2803	1477-44-7510-4077
2804	1477-44-7510-4078
2805	1477-44-7510-4079
2806	1477-44-7510-4080
2901	1477-44-7510-4081
2902	1477-44-7510-4082
2903	1477-44-7510-4083
2904	1477-44-7510-4084
2905	1477-44-7510-4085
2906	1477-44-7510-4086
3001	1477-44-7510-4087
3002	1477-44-7510-4088
3003	1477-44-7510-4089
3004	1477-44-7510-4090
3005	1477-44-7510-4091
3006	1477-44-7510-4092
3101	1477-44-7510-4093
3102	1477-44-7510-4094
3103	1477-44-7510-4095
3104	1477-44-7510-4096
3105	1477-44-7510-4097
3106	1477-44-7510-4098
3201	1477-44-7510-4099
3202	1477-44-7510-4100

3203	1477-44-7510-4101
3204	1477-44-7510-4102
3205	1477-44-7510-4103
3206	1477-44-7510-4104
3301	1477-44-7510-4105
3302	1477-44-7510-4106
3303	1477-44-7510-4107
3304	1477-44-7510-4108
3401	1477-44-7510-4109
3402	1477-44-7510-4110
3403	1477-44-7510-4111
3404	1477-44-7510-4112
3501	1477-44-7510-4113
3502	1477-44-7510-4114
3503	1477-44-7510-4115
3504	1477-44-7510-4116
3601	1477-44-7510-4117
3602	1477-44-7510-4118
3603	1477-44-7510-4119
3701	1477-44-7510-4120

DECLARATION OF CONDOMINIUM

OF

TOWN CENTER RESIDENTIAL CONDOMINIUM 7

TCA Block 7 Residential, L.L.C., a Virginia limited liability company, duly organized under the Laws of the Commonwealth of Virginia, being the owner of record of the fee simple title to the real property situate, lying and being in the City of Virginia Beach, Virginia, more particularly described in Exhibit A, and being more particularly shown and depicted on that certain plat entitled "EXHIBIT 'B' CONDOMINIUM PLAT OF TOWN CENTER RESIDENTIAL CONDOMINIUM 7, TOWN CENTER, BLOCK 7, LOCATED AT "THE TOWN CENTER' (INST. NO. 200606200092866), VIRGINIA BEACH, VIRGINIA" dated October 26, 2007, prepared by MSA, P.C., both of which Exhibits are incorporated herein by reference, does hereby state and declare that the realty described in Exhibit A, together with the improvements thereon, is submitted 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 the same exists at the time of recording this Declaration in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia (the "Clerk's Office"), as hereinbelow more particularly set forth.

1. PURPOSE: NAME, ADDRESS AND LOCATION: LEGAL DESCRIPTION: EFFECT.

1.1. PURPOSE. The purpose of this Declaration is to submit the realty and improvements of the above-mentioned property to condominium ownership and use in the manner prescribed by the Laws of the Commonwealth of Virginia.

1.2. NAME, ADDRESS AND LOCATION. The name of this Condominium is Town Center Residential Condominium 7. The Condominium is located in the City of Virginia Beach, Virginia. The address of the Condominium is 4545 Commerce Street, Virginia Beach, Virginia 23462. As initially established by the Declarant pursuant to this Declaration, the Condominium will be established within a Unit in a separate condominium created in a high-rise mixed use building (the "Condominium Building"). The condominium within which the Submitted Land is located is Town Center Condominium 7 (the "Master Condominium") created by that certain Declaration of Condominium of Town Center Condominium 7 recorded in the Clerk's Office as Instrument No. 20060620000928650, as amended by that certain First Amendment to Declaration of Condominium of Town Center Condominium 7 dated November 29, 2007 (the "Master Condominium Declaration"), and the name of the unit in the Master Condominium that is the Submitted Land is the "Residential Unit". In addition to the Residential Unit, the Master Condominium contains seven other units named (a) the "Parking Unit" which includes a parking garage occupying portions of six floors of the Condominium Building beginning on the ground floor of the Condominium Building, (b) the "Conference Center Unit" which consists of a conference center facility located on portions of the second, third, fourth, fifth and sixteenth floors and level P-5 of the Condominium Building, (c) the "Hotel Unit" which includes 10 stories of hotel rooms constructed beginning on the sixth floor of the core of the Condominium

Building with lobby and related facilities on the ground, second, third, fourth, fifth and sixth floors of the Condominium Building and with stairways and elevators running from the ground floor lobby through the core of the Condominium Building to the facilities on the upper floors, including the 10 stories of hotel rooms, (d) the "East Retail Unit" which is intended to include retail structures and display cases and/or commercial business offices on the ground floor of the Condominium Building and mechanical and equipment rooms located on the thirty-seventh floor of the Condominium Building, (e) the "West Retail Unit A" which is intended to include retail structures and display cases and/or commercial business offices located on the ground floor of the Condominium Building, (f) the "West Retail Unit B" which is intended to include retail structures and display cases and/or commercial business offices located on the ground floor of the Condominium Building, and (g) the "Communications Room Unit" located on the 38th floor of the Condominium Building which is intended to be used for municipal and other communications. The Condominium, located in and comprising the "Residential Unit" in the Master Condominium, includes 21 stories of residential dwellings beginning on the sixteenth floor immediately above the top floor of rooms in the Hotel Unit with a lobby on the first floor of the Condominium Building, parking facilities located on the ground, second and third floors of the Condominium Building, storage areas on the third and fourth floors of the core of the Condominium Building, a social room on the thirty-seventh floor of the Condominium Building and stairways and elevators running from the ground floor lobby through the core of the Condominium Building to the facilities on the upper floors, including the 21 stories of residential dwellings.

1.3. THE SUBMITTED LAND. The real property described in Exhibit A and depicted as "SUBMITTED LAND" on Exhibit B is the land hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided in this instrument and the Exhibits attached hereto at such time as they become subject to the terms hereof.

1.4. EFFECT. All of the provisions of this Declaration and all Exhibits referenced herein and attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the land and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS. The location and dimensions of the Submitted Land, the location of the Common Elements and the Limited Common Elements and, to the extent practical, the location and designation of the Units located thereon are shown on Exhibit B (the "Plats"). No Unit bears the same designation as any other Unit. The plans and dimensions of the various Units, the location of the Common Elements and the Limited Common Elements, and the floors of the Condominium are depicted on Exhibit C (the "Plans").

3. DEFINITION OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated as follows, unless the context otherwise requires.

3.1. "Articles of Incorporation" means the Articles of Incorporation of the Association, heretofore filed with the State Corporation Commission.

3.2. "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.

3.3. "Association" means Town Center Residential Condominium 7 Owners Association, Inc., a nonstock, non-profit Virginia corporation which is the entity responsible for the operation of the Condominium.

3.4. "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

3.5. "By-laws" means the By-laws of the Association as they exist from time to time and as attached hereto and recorded herewith as Exhibit E.

3.6. "Common Elements" means all portions of the Condominium other than the Units, including the undivided interests of the Residential Unit in the common elements described in the Master Condominium Declaration and in certain limited common elements appurtenant to the Residential Unit as described in the Master Condominium Declaration and which are designated on the Plats as "COMMON ELEMENT (TO THE EXTENT OF COMMON ELEMENT INTEREST OF RESIDENTIAL UNIT IN TOWN CENTER CONDOMIMIUM 7)".

3.7. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, including, without limitation, any assessments against the Condominium by any other association of which the Condominium or the Unit Owners are members and subject to assessment and other expenses imposed against the Condominium by any declaration of restrictions or other recorded documents effective against the Submitted Land, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments.

3.8. "Common Profits" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

3.9. "Condominium" means Town Center Residential Condominium 7, as established by this Declaration.

3.10. "Condominium Act" means the Condominium Act of the Commonwealth of Virginia as set forth in Section 55-79.39, et seq. of the Code of Virginia of 1950, as the same exists at the time of recording this Declaration in the Clerk's Office.

3.11. "Condominium Instruments" shall be a collective term referring to this Declaration, By-laws, and plats and plans, recorded pursuant to the provisions of the Condominium Act. Any exhibit, schedule, or certification accompanying a Condominium Instrument and recorded simultaneously therewith shall be deemed an integral part of that Condominium Instrument. Any amendment or certification of any Condominium Instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral

part of the affected Condominium Instrument, so long as such amendment or certification was made in accordance with the provisions of the Condominium Act and this Declaration.

3.12. "Condominium Property" means and includes all lands and personal property hereby or hereafter subjected to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.13. "Condominium Unit" means a Unit together with the undivided interest in the Common Elements appertaining to that Unit.

3.14. "Declarant" means TCA Block 7 Residential, L.L.C., a Virginia limited liability company, its successors and assigns, which has created this Condominium.

3.15. "Declaration" means this instrument and all Exhibits attached hereto.

SEE 2nd AMENDMENT

~~3.16. "Lender" means any Person holding a first mortgage or first deed of trust lien on a Unit, and their successors and assigns.~~

3.17. "Limited Common Element" means a portion of the Common Elements reserved for the exclusive use of one or more, but less than all, of the Units.

3.18. "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.

3.19. "Permittees" means a Unit Owner's tenants, subtenants, occupants, contractors, subcontractors, licensees, invitees, permittees, guests and visitors with respect to such Unit Owner's Unit.

3.20. "Person" means a natural person, corporation, partnership, limited liability company, association, trust, or other entity capable of holding title to real property, or any combination thereof.

3.21. "Submitted Land" means those lands that are hereby and herein submitted to condominium ownership and described in Exhibit A.

3.22. "Unit" means a portion of the Condominium Property designed and intended for individual ownership and use.

3.23. "Unit Owner" means one or more persons who own a Condominium Unit.

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS.

4.1. INTEREST IN COMMON ELEMENTS AND UNITS. Each Unit Owner shall own, as an appurtenance to its Unit, an interest as tenants in common with all other Unit Owners

in the Common Elements as is specified in Exhibit D (with respect to each Unit, its "Common Element Interest"). The Common Element Interest of each Unit shall not be changed without the consent of the Unit Owners whose undivided interests are affected by such change. No Unit Owner shall bring an action for partition or division of its Common Element Interest. Each Unit Owner shall own its Unit in fee simple absolute, in addition to the undivided fee simple interest as a tenant in common with the Unit Owners, in Common Elements.

4.2. BOUNDARIES. A Unit consists of portions of the Condominium Building and adjacent areas lying within the boundaries described in Paragraphs 4.2.1 through 4.2.5.

4.2.1. HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARY—The upper boundary is the lower surface of the paper on the sheetrock ceiling within the Unit..

(2) LOWER BOUNDARY—The lower boundary is the upper surface of the unfinished concrete floor within the Unit.

(3) PLAN DEPICTION—The upper and lower horizontal boundaries of the Units are also more particularly depicted on plans attached to this Declaration as Exhibit C.

4.2.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Units shall be the vertical planes of the unfinished interior surface of the perimeter walls, windows and doors of the Unit, extended to intersections with each other and with the Upper and Lower Boundaries. The perimetrical boundaries of the Units are also more particularly depicted on plans attached to this Declaration as Exhibit C.

(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior finished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

(2) The interior partitions within a Unit are part of said Unit.

4.2.3 SUPPORT EASEMENT. Each Owner will have a non-exclusive easement for horizontal, vertical and lateral support of such Owner's Unit, including a non-exclusive easement in and to all structural members, columns, beams, foundations, load bearing walls and other structural components located in or constituting part of the Common Elements or another Owner's Unit for support of such Owner's Unit.

4.2.4 MAINTENANCE EASEMENT. An easement shall exist for the benefit of the Association and all Unit Owners through each Unit for the ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utility or other services to the Units and the Common Elements which are installed during the initial construction of the Condominium Building, and for maintaining, repairing, servicing and replacing same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are appurtenant to and a part of such Unit and are not part of the Common Elements.

SEE 2ND AMENDMENT

~~4.2.5 AIR CONDITIONING/HEATING/MECHANICAL. Notwithstanding any of the provisions of this paragraph 4 to the contrary, the air conditioning, refrigerating, heating and electrical lines serving a Unit, and the heating/air conditioning unit (heat pump), fan units, water and sewer lines, and other apparatus in connection therewith, which serve only one individual Unit (wherever located), shall be owned by the Unit Owner as a part of the Unit served and are not part of the Common Elements or any other Unit.~~

4.3. RIGHT TO ALTER. Declarant reserves the right to alter the design, boundaries and arrangements of all Units as long as Declarant owns the Units so altered. Said alteration shall be accomplished by an amendment to this Declaration, which need only be signed by Declarant without the approval of any other party. Declarant shall reallocate, if necessary, the shares of ownership in the Common Elements appurtenant to the Units concerned.

4.4. LIMITED COMMON ELEMENTS. Limited Common Elements within the Condominium, if any, are created as shown and are appurtenant to the various Units as indicated on Exhibit B and Exhibit C. In addition, on Exhibit B there are certain Common Elements consisting of parking spaces and storage units that are depicted as "COMMON ELEMENTS THAT BE MAY ASSIGNED AS LIMITED COMMON ELEMENTS PURSUANT TO SECTION 55-79.54(a)(6)" that may be assigned, in whole or in part, to one or more Units as Limited Common Elements appurtenant to such Unit(s). Such assignment shall be evidenced by (i) including in the deed from Declarant a description of any such assigned parking space(s) and storage unit(s), in which case, such deed shall be deemed to be an amendment to this Declaration satisfying the requirements of Section 55-79.57.C of the Condominium Act solely for the purpose of assigning such parking space(s) and storage unit(s) to the Unit(s) conveyed in such deed as Limited Common Elements, or (ii) an amendment to this Declaration satisfying the requirements of Section 55-79.57.C of the Condominium Act and recorded in the Clerk's Office at the expense of the Unit Owner(s) to whose Unit such Limited Common Element is assigned.

5. SUBDIVISION OF UNITS. A Unit may be divided or subdivided into smaller Units in accordance with Section 55-79.70, subject to applicable zoning requirements. As contemplated by and in accordance with Section 55-79.69 of the Condominium Act boundaries between adjoining Units may be relocated.

6. RESERVED.

7. EASEMENTS.

7.1. PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Unit

Owners in the Condominium for their use and the use of their Permittees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

7.2. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Unit or Common Element shall encroach upon any other Unit or Common Element for any reason other than the purposeful negligent act of any Person, then an easement appurtenant to such affected Unit or Common Element shall exist for so long as such encroachment shall naturally exist.

7.3. UTILITY EASEMENTS. Utility easements are reserved and granted through the Condominium Property as may be required for construction and maintenance of utility services in order to adequately serve the Condominium, so long as the use of such easements does not materially adversely interfere with the use and occupancy of another Owner's Unit or the Common Elements.

7.4. INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across lobbies, stairways, elevators, walks, hallways, corridors, passageways and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

7.5. USE. The use of any easement by a Unit Owner shall be subject to all of the provisions of this Declaration, as the same may exist from time to time.

7.6. EASEMENT TO FACILITATE CONSTRUCTION. The Declarant shall have a transferable easement over and on the Common Elements and the Units for the purpose of making improvements on the Condominium and completing construction of the Units and doing all things reasonably necessary and proper in connection therewith. Prior to exercising any rights with respect to such easement over and on the Units, Declarant shall provide notice to the Unit Owner of the Unit over which Declarant desires to exercise such rights. In exercising its rights hereunder, Declarant shall diligently pursue completion of such activities in a commercially reasonable manner, use reasonable care to avoid any damage to Units and Common Elements and disruption of normal use of the Units and Common Elements, and repair any damage that occurs as a result of its exercise of such rights to the same condition as existed prior to Declarant's exercise of such rights.

7.7. ADDITIONAL EASEMENTS. If at any time after the date hereof (a) additional emergency exits are required by law or by insurance underwriting requirements generally applicable to office, retail or parking projects, (b) any additional easements for access to or use of Utilities are reasonably necessary for the use and operation of any one or more Units, (c) governmental authorities require or request the installation of equipment or facilities for 911 or other emergency communications systems, or (d) any additional easements are necessary or desirable to effectuate the purposes of this Declaration, each Unit Owner will, within a reasonable time after written request by any other Unit Owner or the Association, grant such easement. However, (i) no Unit Owner granting any such easement is required to construct improvements, expend any monies, or incur other material liabilities in order to provide such easement (other than costs paid solely by the Unit Owners for whose benefit such easement is to

be granted), (ii) such easement will not materially increase expenses, or create any material additional expenses, for any portion of the Condominium (unless permanently allocated to and paid by the Owner for whose benefit such easement is to be granted), and (iii) the use of such easement will not unreasonably interfere with the use or enjoyment of such Unit Owner's Unit or violate or interfere with the rights or interests of such Unit Owner's Permittees. The Owners requesting any such easement will pay all costs and expenses in connection with the approval and granting of any such easement, including all engineering fees, recording charges, and legal fees and expenses reasonably incurred by the Unit Owners or any of them in connection therewith. If new easements are created, this Declaration will be amended, if necessary, by Declarant, the Association or the Unit Owners, as the case may be, as required by the Condominium Act and such easements will have the same force, effect and priority as if such easements were originally contained in this Declaration.

8. COMMON EXPENSE; COMMON PROFITS. Except as expressly provided otherwise herein, the Units shall share in the Common Profits and be liable for the Common Expenses in the percentage undivided interest of each such Unit in the Common Elements set forth in Exhibit D. The right to share in the Common Profits does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the Condominium.

9. ADMINISTRATION OF THE CONDOMINIUM: THE ASSOCIATION, MEMBERSHIP, REPORTS TO MEMBERS AND LENDERS, VOTING.

9.1. THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Declaration and the Condominium Act.

9.2. MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon its acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No Person holding any lien, deed of trust, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

9.3. POWERS OF ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Limited Common Elements and Common Elements as the Board of Directors of the Association may deem to be in the best interest of the Condominium ("Rules and Regulations"), provided that (i) such Rules and Regulations must not unreasonably interfere with the use of the Common Elements, Limited Common Elements or Units by any Unit Owner or the Permittees of such Unit Owner and (ii) no Unit Owner will be obligated to comply with any Rule or Regulation which is contrary to an express right granted in this Declaration. The Association shall have all of the powers and duties set forth in the Condominium Act. Further, the Association shall have the right, when determined by its Board of Directors to be in the best interests of the Condominium, to grant exclusive licenses, easements, permits, leases or privileges to any Person, including

those that are not Unit Owners, which affect Common Elements and to alter, add to, relocate or improve Common Elements, provided that the rights and the exercise thereof are not in abrogation of the requirements of the Condominium Act, and further provided that the alteration of any and all Common Elements must be consistent with the maintenance of a first-class Condominium project, and comply with applicable governmental laws, ordinances, rules and regulations.

9.4. REPORTS TO LENDERS. So long as a Lender is the owner or holder of a mortgage or deed of trust encumbering a Unit in the Condominium, the Association shall furnish said Lender with one (1) copy of the annual financial statement and report of the Association and one (1) copy of all insurance policies of the Association pertaining to the Unit upon which the mortgage is held, provided said Lender requests same in writing.

9.5. INSURANCE REPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and their Lender, providing such Lender requests such notice in writing, and the Unit Owners shall have the right to intervene and defend their interests at each Unit Owners' own expense.

A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

9.6. VOTING. The voting of each Unit Owner shall be governed by the provisions of the By-laws.

9.7. MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the Association's responsibilities for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm or corporation shall agree.

10. USE AND OCCUPANCY.

10.1. USE. Each Unit is restricted to residential use by the owner or owners thereof, their immediate family, guests and invitees. At no time may a Unit be occupied on a full time basis by more than two (2) persons per bedroom in the Unit.

10.2. GENERAL USE RESTRICTION. No person shall use the Condominium Property or any part thereof, in any manner contrary to the Condominium Instruments. The use of the Units and the Condominium Property shall also be subject to the provisions of the Master Condominium Declaration that affect the Residential Unit. The Condominium Property is further subject to, and no person shall use the Condominium Property or any part thereof in a manner contrary to, the provisions of the Master Declaration of Covenants and Restrictions for The Town Center of Virginia Beach dated September 29, 2003, recorded in the Clerk's Office as Instrument No. 200311130187053, as it may have heretofore been amended or may hereafter be amended in accordance with the provisions thereof (the "Master Declaration").

10.3. UNLAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any of the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

10.4. EXTERIOR ALTERATIONS AND ADDITIONS. No Unit Owner shall cause any improvements or changes to be made on the exterior of the Unit, including painting or other decoration, without the written permission of the Association and Declarant (during the period of Declarant's control provided in the By-laws, which permission may be withheld or denied in the Declarant's sole discretion). All proposed improvements or changes must be in substantial conformity with the exterior of the other Units in the Condominium in terms of quality of construction, the principal materials to be used and architectural style and must comply with the applicable provisions of the Central Business District Urban Standards/City of Virginia Beach, prepared by CMSS Architects, PC.

10.5. NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. No Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property which will increase the rate of insurance on the Condominium.

10.6. DECLARANT'S USE. Anything contained herein to the contrary notwithstanding, the Declarant may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit in the Condominium, provided that such use (a) does not unreasonably interfere with the proper and intended use of such Common Elements and (b) does not significantly interfere with the use thereof by the Unit Owners.

10.7. RULES AND REGULATIONS. All Unit Owners and other persons shall use the Units, Limited Common Elements and Common Elements in accordance with the Rules and Regulations promulgated by the Association under the provisions of this Declaration and the By-laws of the Association.

11. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY, ALTERATIONS AND IMPROVEMENTS.

11.1. MAINTENANCE BY ASSOCIATION. Except as otherwise provided, the Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Elements, except for the Limited Common Elements. The Common Elements shall be maintained in accordance with the requirements of the Master Condominium Declaration and shall further be maintained in a manner consistent with and in compliance with the standards established from time to time by the franchisor of the Hotel Unit. All expenses incurred by the Association in connection with such maintenance shall be common expenses and shall be assessed against the Unit Owners as otherwise provided in this Declaration and the By-laws.

11.2. MAINTENANCE BY UNIT OWNER. Each Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at its expense, all portions of its Unit in a good state and condition of repair. Each Unit Owner shall satisfy the requirements of governmental bodies for maintenance, repair or replacement of its Unit. Those Unit Owners

to which Limited Common Elements are appurtenant, shall be responsible to maintain, repair and replace the Limited Common Elements appurtenant to their Units in a good state and condition of repair. If any Limited Common Elements are appurtenant to more than one Unit, the Unit Owners to which such Limited Common Element are appurtenant shall share in the expense to maintain, repair and replace the shared Limited Common Element equally.

11.3. CONFORMITY OF MAINTENANCE, STYLE AND MATERIALS. All repairs, painting, replacements and maintenance, whether made by Unit Owners or the Association, to the doors, windows, or the exterior surface of the Unit, or to any generally visible portion of the Units and Common Elements shall be carried out in such a manner so as to conform to the materials, architecture, style, color and quality of construction initially provided by the Declarant and with the requirements of the Town Center Design Criteria.

11.4. LIABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and modifications to its Unit, as specified above, or refuse to maintain, paint and make repairs or replacements as required, or should a Unit Owner cause any damage to the Common Elements, the Association may undertake such repairs, painting, replacements or maintenance, and levy a special assessment for the cost thereof against said Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

11.5. INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which a Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

11.6. RIGHT OF ENTRY BY ASSOCIATION. Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the Common Elements or Unit, the Unit Owner shall permit an authorized agent, agents or contractor of the Association to enter such Unit, or to go upon the Common Elements PROVIDED, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or other casualty, entry may be made without notice or permission. Each Unit Owner does hereby appoint the Association as its agent for the purposes provided in this Section 11.6 and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of entry.

12. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED OR ASSESSED AGAINST THE CONDOMINIUM PROPERTY.

12.1. RESPONSIBILITY. If any taxing authority levies or assesses any tax or special assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon

any Unit to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each Unit.

12.2. PERSONAL PROPERTY TAXES. All personal property taxes levied or assessed against personal property owned by the Association shall be paid by the Association and shall be a Common Expense.

13. LEASING OF CONDOMINIUM UNITS. The leasing of Condominium Units shall be subject to such reasonable Rules and Regulations as may be established, from time to time, by the Association. The Association shall not have the right, however, to restrict, regulate or determine the period, rent or lessees of any lease of a Condominium Unit, except that no Unit may be leased for transient purposes or for a period of less than one (1) year's duration. The Unit Owner shall provide the Association a copy of any lease entered into with respect to its Unit and such reasonable information as the Association requires with respect to the tenants of the Unit. If the Association deems it appropriate, it may adopt a standard form of lease for use by the Unit Owners and if it does so all Unit Owners shall use such standard form as their basic lease form. It shall be the responsibility of the lessor of a Condominium Unit to transfer to its lessees all of the Condominium Instruments originally provided to said lessor and to provide in all leases for a Condominium Unit that the lessee shall be bound by the Condominium Instruments and that a breach of the Condominium Instruments by the lessee shall be a breach of the lease. Notwithstanding this paragraph 13, the Lessee shall be bound by the terms of this instrument even though the lessor has failed to comply herewith. None of the provisions of this Paragraph 13 shall apply to any Unit owned, initially or reacquired, by the Declarant or any corporation or entity that is a parent, subsidiary, or affiliate of the Declarant and said firms may lease any such Units as they deem fit (during the period of Declarant's control provided in the By-laws).

14. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by the following provisions:

14.1. PURCHASE OF INSURANCE. All insurance purchased pursuant to this Section 14 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all Lenders and holders of a mortgage or deed of trust on any Unit. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

14.2. COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

14.3. UNIT OWNER'S RESPONSIBILITY. Each Unit Owner may obtain insurance, at its own expense, providing coverage upon its own property and for its own liability and

expenses as it deems advisable. All such insurance shall contain the same waiver of subrogation referred to herein and shall waive any right to contribution.

14.4. COVERAGE. The following coverage shall be obtained by the Association:

14.4.1. The Condominium Property and all other insurable improvements upon the Submitted Land, including all of the Units as originally constructed by Declarant (excluding foundations and excavations but without deduction for depreciation and interior wall and floor coverings, interior walls and partitions, equipment, fixtures and other such improvements within the boundaries of (i) any Unit or (ii) any Limited Common Element appurtenant only to such Unit), Common Elements (other than those Common Elements (the "Excluded Common Elements") consisting of the undivided interests of the Residential Unit in the common elements described in the Master Condominium Declaration and in certain limited common elements appurtenant to the Residential Unit as described in the Master Condominium Declaration and which are designated on the Plats as "COMMON ELEMENT (TO THE EXTENT OF COMMON ELEMENT INTEREST OF RESIDENTIAL UNIT IN TOWN CENTER CONDOMIMIUM 7)" which are covered by insurance required pursuant to the Master Condominium Declaration) and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by standard "all risks" policy, as determined by the Association, including, but not limited to, vandalism, malicious mischief, boilers, pressure vessels or pressure pipes, water damage, demolition costs, extra expense and increased costs of construction, windstorm, war damage and war risk insurance, if available. Such policy shall also (i) specify the portion or percentage of the proceeds payable thereunder that are attributable to each Unit as the Unit Owners' interest in the loss may appear; (ii) provide that only improvements made or installed by the Association will affect the valuation of any building or improvements on the Condominium for coinsurance purposes, (iii) provide for at least a biennial insurance review which shall include a loss control survey and a valuation survey of the Condominium Building and any other improvements located on or within the Condominium by a representative of the insurer issuing said policy, (iv) contain a waiver by said insurer of any and all rights of subrogation against any Unit Owner, Lender, Declarant (and each member of its staff or employees), the Association, its Board of Directors, its officers, any hired manager of the Condominium, and each member of its staff or employee of the Association and any other person with which the Association has agreed in writing, prior to loss, to extend a waiver of the insurer's right of subrogation, (v) provide that it can not be cancelled or terminated, for any reason, without 30 days' prior written notice, and cannot be suspended for nonpayment of premium without 10 days' prior written notice, in either case from the insurer to the Association, Declarant and to all Unit Owners and Lenders, (vi) provide that the insurance obtained pursuant to this Article will not be prejudiced by the vacancy or non-occupancy of any portion of any one or more Units within the Condominium, provided that this Declaration (as amended from time to time) is in force and the Condominium is operating as a condominium regime, and (vii) provide that all insurance proceeds under said policy will be payable to the named insureds or, if section 14.5 requires, to the Insurance Trustee to be expended or applied as provided in this Declaration for the benefit of the Unit Owners and their respective Lenders as their interests appear.

14.4.2. Comprehensive commercial general public liability and property damage insurance in such an amount and in such form as shall be required by the Association with minimum combined liability limits of $1,000,000.00 per occurrence for bodily injury, death and property damage and shall also (i) insure against bodily injury, death or property damage occurring in, on or about any portion of the Common Elements or within any Unit, (ii) contain a cross-liability endorsement so as not to prejudice the rights of a named insured against another named insured, (iii) include coverage for automobiles owned by the Association, including comprehensive and collision coverage, and minimum $1,000,000.00 for uninsured/underinsured motorist, as well as hired and non-owned automobile coverage, and (iv) provide for the same cancellation clause as contained in section 14.4.1 hereof. Said coverage shall include, but not be limited to, water damage, legal liability, hired and non-owned automobile coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner, and one Unit Owner to another. The Association may obtain such insurance through a combination of policies, including primary insurance policies, umbrella liability policies and excess umbrella liability policies.

14.4.3. Fidelity insurance or fidelity bond coverage shall be obtained in such an amount and in such form as required by the Board of Directors, but in no event shall such coverage be less than the greater of (i) the maximum amount of funds in the Association's custody at any one time, or (ii) the sum of three (3) months' assessments on the entire Condominium plus the amount of reserves held by the Association. Such coverage shall afford protection against dishonest acts on the part of directors, officers, managers, managing agents, trustees, employees or volunteers responsible for handling funds belonging to, or to be administered by, the Association.

14.4.4. Worker's compensation policies shall be obtained to meet the requirements of law with a minimum limit of $1,000,000.00 per accident.

14.4.5. Excess/Umbrella Liability insurance shall be obtained with a minimum of $9,000,000.00 per occurrence coverage applying to any excess liability of the above referenced primary commercial general, automobile and employer's liability policies, including punitive losses..

14.4.6. Employee/Fidelity Crime Insurance shall be obtained with a minimum of $1,000,000.00 per loss coverage if such limits are available at commercially reasonable rates as determined by the Board of Directors.

14.4.7. Directors' and Officers' Legal Liability Insurance shall be obtained with a minimum of $1,000,000.00 coverage per event.

14.4.8. Such other insurance as the Board of Directors may determine to be necessary from time to time.

14.5. PAYMENT OF INSURANCE PROCEEDS; INSURANCE TRUSTEE. All insurance policies purchased in accordance with Section 14.4.1 shall provide that all proceeds as a result of any insured loss, except those specifically herein excluded, shall be paid to the

Association. The Association shall hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:

14.5.1. Proceeds received on account of damage to Common Elements shall be held for the Units in the same proportion as the share in the Common Elements which is appurtenant to each of the Units. If the proceeds do not exceed $100,000.00, then the Association shall hold and administer repair or reconstruction of the damage and disbursement of the insurance proceeds in payment thereof as provided in section 14.13 hereof. If the proceeds exceed $100,000.00, then the Association shall deliver the proceeds to a bank doing business, including the business of making commercial construction loans, in Virginia Beach, Virginia having trust powers that shall be designated from time to time by the Association as Insurance Trustee (the "Insurance Trustee"). The Insurance Trustee shall hold the proceeds and administer repair or reconstruction of the damage and disbursement of the insurance proceeds in payment thereof as provided in section 14.14 hereof.

14.5.2. Proceeds on account of damage to the Units shall be held for the benefit of the Unit Owners of the damaged Units in proportion to the cost of restoring the same suffered by each damaged Unit as follows: If the proceeds do not exceed $50,000.00 and are received on account of damage to only one (1) Unit, then the Association shall deliver the proceeds to the Unit Owner of the damaged Unit who shall hold the proceeds and administer repair or reconstruction of the damage and disbursement of the insurance proceeds as provided in section 14.15 hereof. If the proceeds are received on account of damage to more than one (1) Unit and do not exceed $50,000.00, then the Association shall hold and administer repair or reconstruction of the damage and disbursement of the insurance proceeds in payment thereof as provided in section 14.13 hereof. If the proceeds are received on account of damage to a Unit or any number of Units and exceed $50,000.00, then the Association shall deliver the proceeds to the Insurance Trustee who shall hold the proceeds and administer repair or reconstruction of the damage and disbursement of the insurance proceeds in payment thereof as provided in section 14.14 hereof.

SEE 2nd AMENDMENT

14.6. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Association shall be distributed to, or for the benefit of, the Unit Owners (after first paying or making provision for payment of expenses) in the following manner:

14.6.1. If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association with respect to excess proceeds on account of damage to the Common Elements and to the Unit Owner(s) whose Unit(s) were damaged with respect to excess proceeds on account of damage to a Unit or Units.

14.6.2. If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners for whom it is being held and their mortgagees as their interests may appear.

14.7. ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each holder of a mortgage or deed of trust upon a Unit and for each owner of any other interest in the Condominium Property with the exclusive authority, acting through the Board of Directors or its authorized agent or representative, to adjust all claims arising under

insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.8. OBLIGATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty, the determination of whether the damage shall be repaired and the Condominium Property shall be reconstructed shall be made in the following manner:

14.8.1. DAMAGE TO COMMON ELEMENTS. If the damage is only to a Common Element, then the damaged property shall be repaired or reconstructed.

14.8.2. DAMAGE TO UNIT(S). If the damage is to a Unit or Units, then the determination as to whether the damage shall be repaired or reconstructed shall be made on a Unit by Unit basis in the following manner:

(a) If the damage is to Units and if Units to which more than eighty percent (80%) of the Common Elements are appurtenant are found by the Board to be untenantable, then the damaged property will not be reconstructed and the Condominium will be terminated unless within sixty (60) days after the casualty Unit Owners owning eighty percent (80%) or more of the Common Elements agree in writing to such reconstruction. Notwithstanding the foregoing, if the damages could be repaired for $10,000,000.00 or less the property shall be repaired and/or reconstructed.

(b) If the damage is to Units and if Units to which twenty percent (20%) or more of the Common Elements are appurtenant are found to be tenantable, then the damaged property will be reconstructed unless within sixty (60) days after the casualty Unit Owners owning eighty percent (80%) or more of the Common Elements agree in writing not to reconstruct and to terminate the Condominium, in which case the Condominium will be terminated.

(c) The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary to determine whether the damaged property is to be reconstructed or repaired.

14.9. RESPONSIBILITY. If the damage is to Unit(s) and/or Limited Common Element(s) for which the responsibility of maintenance and repair is that of a Unit Owner or Unit Owners, then the Unit Owner(s) having such responsibility shall be responsible for reconstruction after casualty. The Unit(s) and/or Limited Common Elements shall be repaired immediately. If the damage is to Common Elements (excepting the Limited Common Elements and the Excluded Common Elements), the responsibility of reconstruction after casualty shall be that of the Association.

SEE 2ND AMENDMENT

14.10. ~~NATURE~~ OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building construction, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes, if required, ~~or as may otherwise be agreed~~ upon by the Association ~~and~~ Lenders having mortgages on the Unit(s) being reconstructed.

14.11. ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to reconstruct. Such cost may include professional fees and premiums for such bonds as the Board of Directors may desire or those required by any Lender involved.

14.12. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to their Units shall be in the amount of the deficiency of funds for the cost of reconstruction of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owners' interests in the Common Elements. If, prior to commencement of any reconstruction, the insurance proceeds are not sufficient to defray the estimated costs of reconstruction, the special assessments against Unit Owners as herein provided must be paid in full before any of said insurance proceeds may be disbursed as hereinafter provided, so as to ensure there are sufficient funds currently available to complete said reconstruction. This requirement may be waived by the Association, but only upon approval by all affected Institutional Lenders.

14.13 DISPOSITION OF PROCEEDS BY ASSOCIATION. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and held and administered by the Association shall constitute a construction fund which shall be disbursed by the Board of Directors in payment of the costs of reconstruction in a commercially reasonable manner generally consistent with the procedures that a prudent construction lender would employ, giving due consideration to the extent of the damage to be repaired or reconstructed, the complexity of the work to be done, the amount of proceeds and any special assessments being held by the Board of Directors and any other pertinent factors or circumstances. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be retained by the Association or paid to the Unit Owner(s) as provided in Section 14.6.1 hereof.

14.14. DISPOSITION OF PROCEEDS BY INSURANCE TRUSTEE. The proceeds of insurance and any special assessments, if any, collected on account of a casualty, paid to and held by the Insurance Trustee shall constitute a construction fund that shall be held, administered and disbursed by the Insurance Trustee using the same procedures and requirements that the Insurance Trustee uses for commercial construction loans made by the Insurance Trustee to its customers. The Insurance Trustee may charge a reasonable fee for its services as Insurance Trustee as agreed upon by and between the Board and the Insurance Trustee. Any funds remaining with the Insurance Trustee after payment of all costs for repair or reconstruction of the damage, shall be returned by the Insurance Trustee to the Association for disposition in accordance with Section 14.6.1.

14.15. DISPOSITION OF PROCEEDS BY UNIT OWNER. The proceeds of insurance collected on account of a casualty and paid by the Association to a Unit Owner shall constitute a construction fund which shall be disbursed by the Unit Owner in payment of the costs of reconstruction in a commercially reasonable manner generally consistent with the procedures that a prudent construction lender would employ, giving due consideration to the extent of the

damage to be repaired or reconstructed, the complexity of the work to be done, the amount of proceeds held by the Unit Owner and any other pertinent factors or circumstances. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be retained by the Unit Owner.

14.16. EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued relative to any Unit, the share of the Unit Owner shall be held in trust for the Lender as heretofore provided; provided, however, that no Lender shall have the right to determine or participate in the determination whether the damaged property shall be reconstructed, and no Lender shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds. All Lenders agree to waive the rights to said proceeds if the same is used pursuant to the provisions of this Declaration to pay for the restoration of such damage. The provisions hereof shall not effect the rights of a Lender, if any, to require any surplus proceeds attributable to the Unit on which such Lender has a lien to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any Lender may be enforced by such Lender. Nothing contained herein, however, shall be construed as relieving the Unit Owner from its duty to reconstruct damage to its Unit as heretofore provided.

14.18 see Amendment 2

14.17. AUTHORITY OF ASSOCIATION. In all instances herein all decisions, duties and obligations of the Association hereunder may be made by the Board of Directors. The Association and its members shall jointly and severally be bound thereby.

15. ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT.

15.1. GENERAL AUTHORITY. The Association shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Board of Directors of the Association to be Common Expenses from time to time.

15.2. UNIT OWNER'S GENERAL LIABILITY. Except as otherwise expressly provided herein, all assessments levied against the Unit Owners and Units shall be levied proportionally on the basis of the Common Element Interests of the Units. Should the Association be the Unit Owner of any Unit(s), the assessments which would otherwise be payable to the Association by the Unit Owners of such Unit(s) shall be a Common Expense.

15.3. PAYMENT. The assessment levied against the Unit Owner and its Unit shall be payable in such installments, and at such times, as may be determined by the Board.

15.4. EMERGENCIES. If assessments levied are, or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

15.5. RESERVES.

15.5.1. RESERVE FUND. The Board of Directors in assessing for Common Expenses shall include therein a sum to be collected as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment for which it has the responsibility to maintain and repair, as well as the replacement of personal property which may be a portion of the Condominium Property.

15.5.2. OPERATING RESERVE FUND. The Board of Directors in assessing for Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security for the Association. Such sums may be used to meet deficiencies as a result of delinquent payment of assessment by Unit Owners or as a result of emergencies or unanticipated expenses.

15.6. SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be commingled with other monies held by the Association. All assessments received by the Association shall be for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer its interest therein, except as an appurtenance to its Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When a Unit Owner shall cease to be a member of the Association by the divestment of its ownership of such Unit by whatever means, the Association shall not be required to account to such former Unit Owner for any share of the funds or assets of the Association.

15.7. DEFAULT. The payment of any assessment or installation thereof due to the Association shall be in default if such payment is not paid to the Association when due. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorney's fees and court costs.

15.8. NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit for which the assessments are made or in any other manner.

15.9. LIEN. The Association is hereby granted a lien upon each Condominium Unit, which lien shall secure the payment of monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and sums advanced on behalf of the Unit Owner in payment of its obligations as set forth in the Condominium Instruments and reasonable attorney's fees incurred as an incident to the enforcement of said lien. The lien granted to the Association may be foreclosed as provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payments on accounts of Lenders which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected

as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association.

15.10. LATE CHARGE. If any monies from a Unit Owner, including assessments, are not paid within ten days from their due date there shall automatically be assessed a late charge of the greater of Fifty Dollars ($50.00) or five percent (5%) of the amount not so timely paid for each thirty days during which such monies are not paid. Each monthly assessment or other sum due from a Unit Owner shall be considered a different obligation for the purposes of this paragraph.

15.11. PROVISO. In the event that any Person or a Lender shall acquire title to any Condominium Unit by virtue of either foreclosure of a first mortgage or deed of trust, or a deed in lieu thereof, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to the Condominium Unit or chargeable to the former Unit Owner of the Condominium Unit which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or deed of trust. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment. Following said acquisition, all Unit Owners of any nature, including, without limitation, a purchaser at a judicial sale or Lender, shall be liable for all assessments coming due while they are Unit Owners.

15.12. CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee or lienor may require the appropriate certificate as set forth in Section 55-79.84.H. of the Condominium Act. The Association may charge a fee for such certificate as allowed by the Condominium Act.

15.13. EVIDENCE OF ASSESSMENTS PAID. Any person who acquires an interest in a Condominium Unit, including acquisition through foreclosure of a mortgage, deed of trust or by deed in lieu thereof, and including without limitation, persons acquiring title by operation of law, may request the certificate as set forth in Section 55-79.84.H. of the Condominium Act as evidence of the status of unpaid assessments levied against the Condominium Unit, and such statement shall be binding upon the Association and all Unit Owners. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them or required by law.

15.14. NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

15.15. LIENS—MECHANICS. The creation and enforcement of mechanic's, and other, liens against the Condominium Units and Condominium Property, except those created by this

Declaration, shall be governed by the provisions of the Condominium Act and the laws of the Commonwealth of Virginia

16. TERMINATION. The Condominium may be terminated in the following manner:

16.1 DESTRUCTION. If it is determined because of the circumstance and in the manner provided in Section 14 that the Condominium Property shall not be reconstructed, then the Condominium shall be terminated.

SEE 2nd AMENDMENT

16.2 AGREEMENT. The Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.

If a proposed termination is submitted to a meeting of the Association, and if the approval of the Unit Owners of not less than eighty percent (80%) of the Common Elements and their Institutional Lenders is obtained, in writing or deemed obtained pursuant to notice given to which no response is received within sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association), shall have the option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against termination or not voting, may, within fifteen (15) days from the date the vote was taken, change or cast its vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

a. EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Unit Owners of the Units voting against termination. The agreement shall be subject to the purchase of all Units owned by Unit Owners not approving the termination.

b. PRICE. The sale price for each Unit shall be the fair market value as determined between the Unit Owner and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.

c. PAYMENT. The purchase price shall be paid in cash.

d. FORM. The contract shall be the form of Contract for Sale and Purchase of residential condominium property then in use in Virginia Beach, Virginia.

e. CLOSING. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last Unit to be purchased.

16.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the

termination, which shall become effective upon the certificate being recorded in the Public Records.

16.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium, each Unit Owner shall own the Condominium Property and all assets of the Association as a tenant in common with all other Unit Owners, with each Unit Owner having an undivided interest that shall be equal to such Unit Owner's undivided interest in the Common Elements appurtenant to its Unit prior to termination as provided in Exhibit D or in such other proportion as may be agreed upon by the Unit Owners at such time as they agree to terminate the Condominium.

16.5 AMENDMENT. This Section 16 concerning termination cannot be amended without written consent of all Unit Owners and all record owners of mortgages upon the Units.

17. AMENDMENTS. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

SEE 2nd AMENDMENT

17.1. ~~NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.~~

17.2. PROPOSAL OF AMENDMENT. An amendment may be proposed by either an affirmative vote of at least sixty-six and two thirds percent (66-2/3%) of the Board of Directors, or by an affirmative vote of at least sixty-six and two thirds percent (66-2/3%) of the voting interests of the members at a duly called and noticed meeting. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by not less than sixty-six and two thirds percent (66-2/3%) of the voting interests of the members of the Association. Once approved, the agreement of the required majority of Unit Owners to any amendment adopted by the Association shall be evidenced by their execution of the amendment, or ratifications thereof, and recordation in the Clerk's Office of the amendment with a certification that the required majority of Unit Owners signed the amendment or ratifications thereof, pursuant to Section 55-79.71.D of the Condominium Act.

17.3. OMISSION OR ERROR. Whenever it shall appear that there is an omission or error in the Condominium Instruments the correction of which would not materially or adversely affect the property rights of any Unit Owners, the Condominium Instruments may be amended in the following manner: Such amendment may be proposed by the Board of Directors at any duly called and noticed regular or special meeting of the Board of Directors and shall become effective when unanimously approved by the entire Board of Directors. In the event the property rights of any Unit Owners are materially or adversely affected, the error or omission may be adopted in this manner if such affected Unit Owner(s) joins in the execution of the Certificate of Amendment to be recorded. In addition, the Condominium Instruments may be amended by the Declarant unilaterally pursuant to and in accordance with Section 55-79.71.F. of the Condominium Act.

17.4. PROVISO.

17.4.1. Notwithstanding anything herein to the contrary, no amendment shall alter (a) a Unit Owner's percentage interest in the Common Elements or a Unit Owner's proportionate share of Common Expenses or Common Profits, (b) a Unit Owner's voting rights, (c) the basis for apportionment or assessment which may be levied by the Association against a Unit Owner, or (d) a Unit's boundaries without the written consent of the Unit Owner or Owners affected.

17.4.2 Notwithstanding anything herein to the contrary, no amendment shall impair or prejudice the rights and priorities of any Lender without the written consent of the Lender affected.

17.4.3 See Amendment 2

18. REMEDIES

18.1. RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of the Condominium Instruments as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by the Association, the managing agent, if any, Declarant, or, if appropriate, by one or more Unit Owners. Each Unit Owner acknowledges that the failure to comply with any of the provisions of the Condominium Instruments shall or may constitute an injury to the Association, the managing agent, if any, Declarant or the other Unit Owners, and that such injury may be irreparable.

18.2. COSTS AND ATTORNEY'S FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its exhibits, the Association, the managing agent, if any, a Unit Owner or Unit Owners, or the Declarant, whichever is appropriate, the substantially prevailing party as determined by the tribunal conducting such proceeding shall be entitled to recover the costs of the proceedings, including reasonable attorney's fees. In any action by or against Declarant, where Declarant is the prevailing party, arising out of or concerning the Condominium Instruments or Declarant's obligations thereunder, Declarant shall be entitled to recover all costs of the proceedings, including reasonable attorney's fees at all levels including the trial and appellate level.

18.3. NO WAIVER. The failure of the Association, a Unit Owner, or the Declarant to enforce any right, provision, covenant, or condition created or granted by the Condominium Instruments shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

18.4. RIGHTS CUMULATIVE. All rights, remedies and privileges granted to the Association, the Declarant, or a Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

18.5. VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit do agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the General District Court or the Circuit Court in and for the City of Virginia Beach, Virginia, as the same are now constituted or any court in the future that may be the successor to a court contemplated herein. ALL SUCH PARTIES DO FURTHER RELEASE AND WAIVE IN FULL THE RIGHT TO TRIAL BY JURY AND CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY IN REGARD TO ANY DISPUTES, CLAIMS, COUNTERCLAIMS, CAUSES OF ACTION, OBLIGATIONS, DAMAGES OR ANY COMPLAINTS WHATSOEVER AND OF ANY TYPE OR NATURE, WHETHER IN CONTRACT, TORT, AT LAW, IN EQUITY OR OTHERWISE, THAT ANY PARTY MAY HAVE AT ANY TIME ARISING OUT OF OR IN ANY WAY RELATED TO THIS DECLARATION, THE EXHIBITS HERETO, THE CONDOMINIUM OR THE CONDOMINIUM PROPERTY.

18.6. APPOINTMENT OF AGENT; PROVISO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of the Commonwealth of Virginia as their Agent for the acceptance of service of process should, at the time of such service of process, any such Person not be residing in the Commonwealth of Virginia or have a Registered Agent appointed and serving in good standing in the Commonwealth of Virginia. The provisions hereof shall not be applicable to service upon the Declarant.

19. MISCELLANEOUS RIGHTS OF DECLARANT.

19.1. RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Declarant shall have the right to use and occupy any, all, or any number of unsold Units and the Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office or Model Unit, or for any other purpose, provided that such use (a) is compatible with the proper and intended use of such Common Elements and (b) does not materially interfere with the use thereof by the Unit Owners. Until the Declarant has conveyed the last Unit in the Condominium, the Declarant shall not be subject to the use or other restrictions contained in any of the provisions of this Declaration or Exhibits attached hereof. Notwithstanding this paragraph, Declarant must pay assessments on Units owned by Declarant, just like any other Unit Owner.

20. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their Unit in the Condominium. Notices to the Association shall be delivered or mailed to the Secretary of the Association. Any party may change the address to which notices are to be delivered or mailed to it by providing notice of such change of address to the Unit Owners, the Association and the Declarant in the manner provided herein for giving notices.

Notices to the Declarant shall be made by delivery to Declarant at: 222 Central Park Avenue, Suite 2100, Virginia Beach, Virginia 23462, unless and until the Declarant provides notice of a change of address for notices as provided above.

21. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the Commonwealth of Virginia.

22. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of any gender shall include the male gender, female gender and the neuter gender.

23. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all-inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.

24. SEVERABILITY. If any term or provision of this Declaration, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

25. ASSIGNMENT. The Declarant may, upon conveyance of all or a portion of the Units it owns, prior or subsequent to any such conveyance, designate the grantee thereof as a successor Declarant who shall then be deemed to have all rights granted and reserved to Declarant herein.

26. DECLARANT'S MORTGAGEE. Any person or entity which holds a mortgage executed by Declarant, either prior to or subsequent to the recordation of this Declaration, encumbering any part or all of the Condominium Property, shall be deemed to be a Lender for the purposes of this Declaration and shall have all rights and privileges appertaining thereto.

SEE 2ND AMENDMENT

27. ANTI-SPECULATION PROVISION. In order that the Condominium may be promoted in a manner that will encourage the establishment of a community of people concerned with the residential atmosphere and quality of life within the Condominium, on a long-term basis, and in order to discourage the practice of speculation which would tend to defeat these goals, each Unit Owner and Declarant agree as follows:

(i) At any time within twelve (12) months from the date of the deed of conveyance of the Condominium Unit from Declarant to a Unit Owner ("Original Deed"), if the Unit Owner, or a successor in interest to a Unit Owner, shall sell, offer to sell or contract to sell the Condominium Unit to any third party, Declarant shall then have the right, but not the obligation, to repurchase the Condominium Unit for an amount equal to the consideration paid by such Unit Owner to Declarant pursuant to this Agreement.

(ii) For purposes of this paragraph, the terms "offer to sell" and "contract to sell" shall include, without limitation, listing the Condominium Unit with a real estate agent, advertising the Condominium Unit for sale in any manner, and any other means or methods of soliciting an offer to buy the Condominium Unit; provided however, said terms shall not include encumbering said Condominium Unit with a mortgage to an institutional mortgage lender, nor the transfer of the Condominium Unit pursuant to foreclosure by or deed in lieu of foreclosure to an institutional mortgage lender or by operation of law.

Declarant shall have twenty (20) days from the earlier to occur of:

(i) the date when Declarant shall first have written notice of a Unit Owner's or such Unit Owner's successor-in-interest's offer to sell or contract to sell; or

(ii) the date when Declarant shall first have actual knowledge that a Unit

Owner or such Unit Owner's successor-in-interest has conveyed title to the Condominium Unit, to either:

(a) exercise this option by written notice to such Unit Owner or such Unit Owner's successor-in-interest, in which case, title to the Condominium Unit shall be reconveyed to Declarant, free and clear of all mortgages, liens, and encumbrances except those to which the Condominium Unit was subject at the time of its conveyance by Declarant to such Unit Owner, upon ten (10) days written notice (which notice shall be given not more than thirty (30) days after the exercise of such option by Declarant) from Declarant to such Unit Owner or such Unit Owner's successor-in-interest and upon payment of the consideration specified above; or

(b) provide such Unit Owner or such Unit Owner's successor-in-interest with a written statement in recordable form waiving the exercise of this option or certifying to the failure or refusal to exercise such option.

The foregoing option shall survive the settlement, and shall be contained in a memorandum of option in recordable form to be signed by Unit Owner at settlement or, at Declarant's election, in the Deed conveying the Unit.

[The next page is the signature page.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration on this 21st day of November, 2007.

TCA Block 7 Residential, L.L.C.,
a Virginia limited liability company

By: _____
Louis S. Haddad, Manager

By: _____
Anthony P. Nero, Manager

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

I, Deborah Ross Vincent, a Notary Public in and for the City and State aforesaid, do hereby certify that Louis S. Haddad, Manager of TCA BLOCK 7 RESIDENTIAL, L.L.C., a Virginia limited liability company, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my City and State aforesaid on behalf of such company.

GIVEN under my hand this 21st day of November, 2007.

_____
Notary Public

DEBORAH ROSS VINCENT NOTARY PUBLIC REG. #221082 MY COMMISSION EXPIRES 10/31/2008 COMMONWEALTH OF VIRGINIA

My commission expires: October 31, 2008
Registration No. 221082

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

I, Deborah Ross Vincent, a Notary Public in and for the City and State aforesaid, do hereby certify that Anthony P. Nero, Manager of TCA BLOCK 7 RESIDENTIAL, L.L.C., a Virginia limited liability company, whose name as such is signed to the foregoing instrument, has acknowledged the same before me in my City and State aforesaid on behalf of such company.

GIVEN under my hand this 21st day of November, 2007.

_____
Notary Public

DEBORAH ROSS VINCENT NOTARY PUBLIC REG. #221082 MY COMMISSION EXPIRES 10/31/2008 COMMONWEALTH OF VIRGINIA

My commission expires: October 31, 2008
Registration No. 221082

EXHIBIT A

THAT CERTAIN condominium unit known as the "Residential Unit" in Town Center Condominium 7, located in the City of Virginia Beach, Virginia, as designated and described in that certain Declaration of Condominium of Town Center Condominium 7, dated June 1, 2006, recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia (the "Clerk's Office"), as Instrument No.20060620000928650, as amended by that certain First Amendment to Declaration of Condominium of Town Center Condominium 7, dated November 29, 2007 recorded in the Clerk's Office prior hereto (as currently amended or as amended from time to time, the "Declaration"), and further designated as "SUBMITTED LAND" on that certain plat entitled "EXHIBIT B CONDOMINIUM PLAT OF TOWN CENTER RESIDENTIAL CONDOMINIUM 7 TOWN CENTER, BLOCK 7 LOCATED AT 'THE TOWN CENTER' (INST. NO. 200606200092866), VIRGINIA BEACH VIRGINIA," dated October 29, 2007, made by MSA, P.C., said plat intended to be recorded in the Clerk's Office herewith as Exhibit B, together with its applicable undivided interest in certain common elements, all as more particularly described and allocated in the Declaration, as amended from time to time, with reference to which said Unit being described by metes and bounds as follows:

Ground Floor:

BEGINNING at a point being the true point and place of beginning being the northern most point of the northwestern corner of the Submitted Land as shown on Sheet 1 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the Submitted Land, N 89° 35' 57" E a distance of 18.16';
Thence S 00° 24' 03" E a distance of 2.83';
Thence N 89° 35' 57" E a distance of 0.71';
Thence S 00° 24' 03" E a distance of 46.30';
Thence N 89° 35' 57" E a distance of 12.96';
Thence S 00° 24' 03" E a distance of 9.84';
Thence N 89° 35' 57" E a distance of 11.12';
Thence S 00° 24' 03" E a distance of 10.49';
Thence S 89° 35' 57" W a distance of 0.12';
Thence S 00° 24' 03" E a distance of 19.08';
Thence N 89° 35' 57" E a distance of 9.25';
Thence S 00° 24' 03" E a distance of 17.74';
Thence S 89° 35' 57" W a distance of 12.49';
Thence S 00° 24' 03" E a distance of 10.50';
Thence S 89° 35' 57" W a distance of 18.08';
Thence S 00° 24' 03" E a distance of 7.18';
Thence S 89° 35' 57" W a distance of 24.75';
Thence N 00° 24' 03" W a distance of 2.33';
Thence S 89° 35' 57" W a distance of 9.50';
Thence S 00° 24' 03" E a distance of 10.47';
Thence S 89° 35' 57" W a distance of 21.99';
Thence N 00° 24' 03" W a distance of 0.04';

Thence S 89° 35' 57" W a distance of 18.47';
Thence N 00° 24' 03" W a distance of 19.30';
Thence N 89° 35' 57" E a distance of 18.47';
Thence N 00° 24' 03" W a distance of 54.90';
Thence N 89° 35' 57" E a distance of 18.99';
Thence N 00° 24' 03" W a distance of 31.15';
Thence N 89° 35' 57" E a distance of 3.00';
Thence N 00° 24' 03" W a distance of 6.29';
Thence N 89° 35' 57" E a distance of 12.02';
Thence N 00° 24' 03" W a distance of 11.97';
Thence N 89° 35' 57" E a distance of 0.35';
Thence N 00° 24' 03" W a distance of 5.73';
Thence N 89° 35' 57" E a distance of 0.36';
Thence N 00° 24' 03" W a distance of 2.83' to a point being the true point and place of beginning.

Second Floor:

BEGINNING at a point being the true point and place of beginning being the northern most point of the northwestern corner of the Submitted Land as shown on Sheet 2 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the Submitted Land, N 89° 35' 57" E a distance of 6.83';
Thence N 00° 24' 03" W a distance of 0.83';
Thence N 89° 35' 57" E a distance of 5.33';
Thence S 00° 24' 03" E a distance of 0.83";
Thence N 89° 35' 57" E a distance of 24.67';
Thence N 00° 24' 03" W a distance of 0.83';
Thence N 89° 35' 57" E a distance of 5.33';
Thence S 00° 24' 03" E a distance of 0.83";
Thence N 89° 35' 57" E a distance of 26.17';
Thence N 00° 24' 03" W a distance of 0.83';
Thence N 89° 35' 57" E a distance of 1.08';
Thence S 00° 24' 03" E a distance of 19.25';
Thence N 89° 35' 57" E a distance of 9.25';
Thence S 00° 24' 03" E a distance of 0.42';
Thence N 89° 35' 57" E a distance of 21.33';
Thence N 00° 24' 03" W a distance of 11.33';
Thence N 89° 35' 57" E a distance of 14.00';
Thence N 00° 24' 03" W a distance of 0.83';
Thence N 89° 35' 57" E a distance of 5.33';
Thence S 00° 24' 03" E a distance of 0.83';
Thence N 89° 35' 57" E a distance of 22.00';
Thence N 00° 24' 03" W a distance of 0.83';
Thence N 89° 35' 57" E a distance of 5.33';
Thence S 00° 24' 03" E a distance of 0.83';

Thence N 89° 35' 57" E a distance of 10.00';
Thence N 00° 24' 03" W a distance of 0.83';
Thence N 89° 35' 57" E a distance of 4.83';
Thence S 00° 24' 03" E a distance of 34.33';
Thence S 89° 35' 57" W a distance of 3.00';
Thence S 00° 24' 03" E a distance of 26.33';
Thence N 89° 35' 57" E a distance of 12.00';
Thence N 00° 24' 03" W a distance of 4.08';
Thence N 89° 35' 57" E a distance of 25.00';
Thence S 00° 24' 03" E a distance of 0.08';
Thence N 89° 35' 57" W a distance of 2.79';
Thence N 89° 35' 57" W a distance of 7.79';
Thence S 00° 24' 03" E a distance of 10.25';
Thence N 89° 35' 57" E a distance of 10.75';
Thence S 00° 24' 03" E a distance of 10.67';
Thence N 89° 35' 57" E a distance of 0.25';
Thence S 00° 24' 03" E a distance of 9.08';
Thence S 89° 35' 57" W a distance of 20.83';
Thence N 00° 24' 03" W a distance of 9.67';
Thence S 89° 35' 57" W a distance of 0.50';
Thence N 00° 24' 03" W a distance of 1.08';
Thence S 89° 35' 57" W a distance of 16.58';
Thence S 00° 24' 03" E a distance of 22.00';
Thence N 89° 35' 57" E a distance of 96.83';
Thence S 00° 24' 03" E a distance of 41.75';
Thence S 89° 35' 57" W a distance of 118.00';
Thence S 00° 24' 03" E a distance of 41.00';
Thence S 89° 35' 57" W a distance of 18.33';
Thence S 00° 24' 03" E a distance of 18.83';
Thence S 89° 35' 57" W a distance of 9.00';
Thence S 00° 24' 03" E a distance of 0.33';
Thence S 89° 35' 57" W a distance of 4.67';
Thence N 00° 24' 03" W a distance of 0.83';
Thence S 89° 35' 57" W a distance of 24.67';
Thence S 00° 24' 03" E a distance of 0.83';
Thence S 89° 35' 57" W a distance of 5.33';
Thence N 00° 24' 03" W a distance of 0.83';
Thence S 89° 35' 57" W a distance of 24.67';
Thence S 00° 24' 03" E a distance of 0.83';
Thence S 89° 35' 57" W a distance of 5.33';
Thence N 00° 24' 03" W a distance of 0.83';
Thence S 89° 35' 57" W a distance of 24.67';
Thence S 00° 24' 03" E a distance of 0.83';
Thence S 89° 35' 57" W a distance of 5.33';
Thence N 00° 24' 03" W a distance of 0.83';
Thence S 89° 35' 57" W a distance of 24.67';

Thence S 00° 24' 03" E a distance of 0.83';
Thence S 89° 35' 57" W a distance of 4.67';
Thence N 00° 24' 03" W a distance of 0.33';
Thence S 89° 35' 57" W a distance of 5.67';
Thence N 00° 24' 03" W a distance of 0.50';
Thence S 89° 24' 03" W a distance of 3.33';
Thence N 00° 24' 03" W a distance of 19.67';
Thence S 89° 35' 57" W a distance of 18.67';
Thence N 00° 24' 03" W a distance of 2.17';
Thence S 89° 35' 57" W a distance of 0.50';
Thence N 00° 24' 03" W a distance of 5.33';
Thence S 89° 35' 57" W a distance of 0.33';
Thence N 00° 24' 03" W a distance of 4.67';
Thence N 89° 35' 57" E a distance of 0.83';
Thence N 00° 24' 03" W a distance of 8.33';
Thence S 89° 35' 57" W a distance of 0.83';
Thence N 00° 24' 03" W a distance of 5.33';
Thence N 89° 35' 57" E a distance of 0.83';
Thence N 00° 24' 03" W a distance of 20.67';
Thence S 89° 35' 57" W a distance of 0.83';
Thence N 00° 24' 03" W a distance of 6.00';
Thence N 89° 35' 57" E a distance of 0.33';
Thence N 00° 24' 03" W a distance of 13.33';
Thence S 89° 35' 57" W a distance of 0.33';
Thence N 00° 24' 03" W a distance of 6.00';
Thence N 89° 35' 57" E a distance of 0.83';
Thence N 00° 24' 03" W a distance of 22.67';
Thence S 89° 35' 57" W a distance of 0.83';
Thence N 00° 24' 03" W a distance of 6.00';
Thence N 89° 35' 57" E a distance of 0.33';
Thence N 00° 24' 03" W a distance of 13.33';
Thence S 89° 35' 57" W a distance of 0.33';
Thence N 00° 24' 03" W a distance of 6.00';
Thence N 89° 35' 57" E a distance of 0.83';
Thence N 00° 24' 03" W a distance of 20.67';
Thence S 89° 35' 57" W a distance of 0.83';
Thence N 00° 24' 03" W a distance of 5.33';
Thence N 89° 35' 57" E a distance of 0.83';
Thence N 00° 24' 03" W a distance of 12.67';
Thence S 89° 35' 57" W a distance of 0.83';
Thence N 00° 24' 03" W a distance of 4.67';
Thence N 89° 35' 57" E a distance of 0.33';
Thence N 00° 24' 03" W a distance of 4.83';
Thence N 89° 35' 57" E a distance of 20.67';
Thence N 00° 24' 03" W a distance of 18.00' to a point being the true point and place of beginning.

Third Floor:

BEGINNING at a point being the true point and place of beginning being the northern most point of the northwestern corner of the Submitted Land as shown on Sheet 3 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the Submitted Land N 89° 35' 57" E a distance of 4.67';
Thence S 00° 24' 03" E a distance of 0.33';
Thence N 89° 35' 57" E a distance of 23.83';
Thence N 00° 24' 03" E a distance of 0.33';
Thence S 00° 24' 03" E a distance of 0.83';
Thence N 89° 35' 57" E a distance of 24.67';
Thence N 00° 24' 03" W a distance of 0.83';
Thence N 89° 35' 57" E a distance of 5.33';
Thence S 00° 24' 03" E a distance of 0.83';
Thence N 89° 35' 57" E a distance of 26.17';
Thence N 00° 24' 03" W a distance of 0.83';
Thence N 89° 35' 57" E a distance of 1.08';
Thence S 00° 24' 03" E a distance of 19.25';
Thence N 89° 35' 57" E a distance of 8.83';
Thence S 00° 24' 03" E a distance of 0.42';
Thence N 89° 35' 57" E a distance of 21.25';
Thence N 00° 24' 03" W a distance of 11.33';
Thence N 89° 35' 57" E a distance of 15.67';
Thence N 00° 24' 03" W a distance of 0.83';
Thence N 89° 35' 57" E a distance of 5.33';
Thence S 00° 24' 03" E a distance of 0.83';
Thence N 89° 35' 57" E a distance of 21.33';
Thence N 00° 24' 03" W a distance of 0.83';
Thence N 89° 35' 57" E a distance of 5.33';
Thence S 00° 24' 03" E a distance of 0.83';
Thence N 89° 35' 57" E a distance of 10.00';
Thence N 00° 24' 03" W a distance of 0.83';
Thence N 89° 35' 57" E a distance of 11.16';
Thence N 00° 24' 03" W a distance of 8.33';
Thence N 89° 35' 57" E a distance of 5.33';
Thence S 00° 24' 03" E a distance of 0.33';
Thence N 89° 35' 57" E a distance of 20.33';
Thence N 00° 24' 03" W a distance of 0.33';
Thence N 89° 35' 57" E a distance of 5.33';
Thence S 00° 24' 03" E a distance of 5.00';
Thence S 89° 35' 57" W a distance of 0.58';
Thence S 00° 24' 03" E a distance of 39.67';
Thence N 89° 35' 57" E a distance of 7.84';
Thence S 00° 24' 03" E a distance of 9.58';
Thence S 89° 35' 57" W a distance of 10.42';
Thence S 00° 24' 03" E a distance of 10.75';

Thence N 89° 35' 57" E a distance of 10.42';
Thence S 00° 24' 03" E a distance of 10.25';
Thence N 89° 35' 57" E a distance of 20.58';
Thence N 00° 24' 03" W a distance of 10.25';
Thence N 89° 35' 57" E a distance of 12.08';
Thence S 00° 24' 03" E a distance of 4.04';
Thence N 89° 35' 57" E a distance of 27.33';
Thence S 00° 24' 03" E a distance of 19.25';
Thence N 89° 35' 57" E a distance of 9.92';
Thence S 00° 24' 03" E a distance of 17.92';
Thence S 89° 35' 57" W a distance of 117.50;
Thence S 00° 24' 03" E a distance of 22.58';
Thence N 89° 35' 57" E a distance of 60.58';
Thence S 00° 24' 03" E a distance of 19.00';
Thence S 89° 35' 57" W a distance of 101.58';
Thence S 00° 24' 03" E a distance of 16.92';
Thence S 89° 35' 57" W a distance of 119.83';
Thence S 00° 24' 03" E a distance of 14.58';
Thence S 89° 35' 57" W a distance of 19.67';
Thence N 00° 24' 03" W a distance of 4.00';
Thence N 89° 35' 57" E a distance of 0.83';
Thence N 00° 24' 03" W a distance of 8.33';
Thence S 89° 35' 57" W a distance of 0.83'
Thence N 00° 24' 03" W a distance of 5.33';
Thence N 89° 35' 57" E a distance of 0.83';
Thence N 00° 24' 03" W a distance of 20.67';
Thence S 89° 35' 57" W a distance of 0.83';
Thence N 00° 24' 03" W a distance of 6.00';
Thence N 89° 35' 57" E a distance of 0.33';
Thence N 00° 24' 03" W a distance of 13.33';
Thence S 89° 35' 57" W a distance of 0.33';
Thence N 00° 24' 03" W a distance of 6.00';
Thence N 89° 35' 57" E a distance of 0.83';
Thence N 00° 24' 03" W a distance of 22.67';
Thence S 89° 35' 57" W a distance of 0.83';
Thence N 00° 24' 03" W a distance of 6.00';
Thence N 89° 35' 57" E a distance of 0.33';
Thence N 00° 24' 03" W a distance of 13.33';
Thence S 89° 35' 57" W a distance of 0.33';
Thence N 00° 24' 03" W a distance of 6.00';
Thence N 89° 35' 57" E a distance of 0.83';
Thence N 00° 24' 03" W a distance of 20.67';
Thence S 89° 35' 57" W a distance of 0.83';
Thence N 00° 24' 03" W a distance of 5.33';
Thence N 89° 35' 57" E a distance of 0.83';
Thence N 00° 24' 03" W a distance of 12.67';

Thence S 89° 35' 57" W a distance of 0.83';
Thence N 00° 24' 03" W a distance of 4.67';
Thence N 89° 35' 57" E a distance of 0.33';
Thence N 00° 24' 03" W a distance of 5.33';
Thence N 89° 35' 57" E a distance of 0.50';
Thence N 00° 24' 03" W a distance of 8.33';
Thence S 89° 35' 57" W a distance of 0.50';
Thence N 00° 24' 03" W a distance of 5.33';
Thence S 89° 35' 57" W a distance of 0.33';
Thence N 00° 24' 03" W a distance of 4.67' to a point being the true point and place of beginning.

Fourth Floor:

BEGINNING at a point being the true point and place of beginning being the northern most point of the northwestern corner of the Submitted Land as shown on Sheet 4 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the Submitted Land, N 89° 35' 57" E a distance of 5.33';
Thence S 00° 24' 03" E a distance of 0.33';
Thence N 89° 35' 57" E a distance of 20.33';
Thence N 00° 24' 03" W a distance of 0.33';
Thence N 89° 35' 57" E a distance of 5.33';
Thence S 00° 24' 03" E a distance of 5.00';
Thence N 89° 35' 57" E a distance of 26.92';
Thence S 00° 24' 03" E a distance of 13.92';
Thence S 89° 35' 57" W a distance of 1.50';
Thence S 00° 24' 03" E a distance of 17.75';
Thence N 89° 35' 57" E a distance of 7.92';
Thence S 00° 24' 03" E a distance of 8.09';
Thence N 89° 35' 57" E a distance of 9.00';
Thence S 00° 24' 03" E a distance of 24.17';
Thence S 89° 35' 57" W a distance of 9.00';
Thence S 00° 24' 03" E a distance of 11.59';
Thence N 89° 35' 57" E a distance of 30.67';
Thence S 00° 24' 03" E a distance of 25.75';
Thence S 89° 35' 57" W a distance of 104.33';
Thence N 00° 24' 03" W a distance of 63.59';
Thence N 89° 35' 57" E a distance of 3.00';
Thence N 00° 24' 03" W a distance of 34.33';
Thence N 89° 35' 57" E a distance of 6.33';
Thence N 00° 24' 03" W a distance of 8.33'to a point being the true point and place of beginning.

LESS AND EXCEPT those certain portions of the Hotel Unit located within the Submitted Land and further described by metes and bounds as follows:

Northern portion of Hotel Unit:

BEGINNING at a point being the true point and place of beginning of at the northwestern corner of the of the northern portion of the Hotel Unit, thence in a northeasterly direction along the northern boundary line of the northern portion of the Hotel Unit N 89° 35' 57" E a distance of 20.17';
Thence S 00° 24' 03" E a distance of 10.17';
Thence S 89° 35' 57" W a distance of 20.17';
Thence N 00° 24' 03" W a distance of 10.17'to a point being the true point and place of beginning.

Southern portion of Hotel Unit:

BEGINNING at a point being the true point and place of beginning of at the northwestern corner of the of the southern portion of the Hotel Unit, thence in a northeasterly direction along the northern boundary line of the southern portion of the Hotel Unit N 89° 35' 57" E a distance of 20.00';
Thence S 00° 24' 03" E a distance of 10.25';
Thence S 89° 35' 57" W a distance of 20.00';
Thence N 00° 24' 03" W a distance of 10.25'to a point being the true point and place of beginning.

Fifth Floor:

BEGINNING at a point being the true point and place of beginning being the northern most point of the northwestern corner of the Submitted Land located within the Hotel Unit, as shown on Sheet 5 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the northern portion of the Submitted Land N 89° 35' 57" E a distance of 10.83';
Thence S 00° 24' 03" E a distance of 10.25';
Thence N 89° 35' 57" E a distance of 7.80';
Thence S 00° 24' 03" E a distance of 10.08'
Thence N 89° 35' 57" E a distance of 3.20';
Thence S 00° 24' 03" E a distance of 10.25';
Thence S 89° 35' 57" W a distance of 21.99';
Thence N 00° 24' 03" W a distance of 10.25'
Thence N 89° 35' 57" E a distance of 2.06';
Thence N 00° 24' 03" W a distance of 10.08';
Thence S 89° 35' 57" W a distance of 1.90';
Thence N 00° 24' 03" W a distance of 10.25'to a point being the true point and place of beginning.

P-5 Parking

Northern portion of the Submitted Land:

BEGINNING at a point being the true point and place of beginning being the northern most point of northwestern corner of the northern portion of the Submitted Land located within the Hotel Unit as shown on Sheet 6 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the northern portion of the Submitted Land N 89° 35' 57" E a distance of 10.83';
Thence S 00° 24' 03" E a distance of 10.25';
Thence S 89° 35' 57" W a distance of 10.83';
Thence N 00° 24' 03" W a distance of 10.25'to a point being the true point and place of beginning.

Southern portion of the Submitted Land:

BEGINNING at a point being the true point and place of beginning being the northern most point of the northwestern corner of the southern portion of the Submitted Land located within the Hotel Unit as shown on Sheet 6 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the southern portion of the Submitted Land N 89° 35' 57" E a distance of 22.00';
Thence S 00° 24' 03" E a distance of 10.25';
Thence S 89° 35' 57" W a distance of 22.00';
Thence N 00° 24' 03" W a distance of 10.25'to a point being the true point and place of beginning.

Sixth through Tenth Floors:

Northern portion of the Submitted Land:

BEGINNING at a point being the true point and place of beginning being the northern most point of the northwestern corner of the northern portion of the Submitted Land located within the Hotel Unit as shown on Sheet 7 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the northern portion of the Submitted Land N 89° 35' 57" E a distance of 10.83';
Thence S 00° 24' 03" E a distance of 10.25';
Thence S 89° 35' 57" W a distance of 10.83';
Thence N 00° 24' 03" W a distance of 10.25'to a point being the true point and place of beginning.

Southern portion of the Submitted Land:

BEGINNING at a point being the true point and place of beginning being the northern most point of northwestern corner of the southern portion of the Submitted Land located within the Hotel Unit as shown on Sheet 7 of Exhibit B, thence in a northeasterly direction along the

northern boundary line of the southern portion of the Submitted Land N 89° 35' 57" E a distance of 22.00';
Thence S 00° 24' 03" E a distance of 10.25';
Thence S 89° 35' 57" W a distance of 22.00';
Thence N 00° 24' 03" W a distance of 10.25'to a point being the true point and place of beginning.

Eleventh through Fourteenth Floors:

Northern portion of the Submitted Land:

BEGINNING at a point being the true point and place of beginning being the northern most point at the northwestern corner of the northern portion of the Submitted Land located within the Hotel Unit as shown on Sheet 7 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the northern portion of the Submitted Land N 89° 35' 57" E a distance of 10.83';
Thence S 00° 24' 03" E a distance of 10.25';
Thence S 89° 35' 57" W a distance of 10.83';
Thence N 00° 24' 03" W a distance of 10.25'to a point being the true point and place of beginning.

Southern portion of the Submitted Land:

BEGINNING at a point being the true point and place of beginning being the northern most corner of the northwestern corner of the southern portion of the Submitted Land located within the Hotel Unit as shown on Sheet 7 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the southern portion of the Submitted Land N 89° 35' 57" E a distance of 22.00';
Thence S 00° 24' 03" E a distance of 10.25';
Thence S 89° 35' 57" W a distance of 22.00';
Thence N 00° 24' 03" W a distance of 10.25'to a point being the true point and place of beginning.

Fifteenth Floor:

Northern portion of the Submitted Land:

BEGINNING at a point being the true point and place of beginning being the northern most corner of the northwestern corner of the northern portion of the Submitted Land located within the Hotel Unit as shown on Sheet 7 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the northern portion of the Submitted Land N 89° 35' 57" E a distance of 10.83';
Thence S 00° 24' 03" E a distance of 10.25';
Thence S 89° 35' 57" W a distance of 10.83';

Thence N 00° 24' 03" W a distance of 10.25'to a point being the true point and place of beginning.

Southern portion of the Submitted Land:

BEGINNING at a point being the true point and place of beginning being the northern most corner of the northwestern corner of the southern portion of the Submitted Land located within the Hotel Unit as shown on Sheet 7 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the southern portion of the Submitted Land N 89° 35' 57" E a distance of 22.00';
Thence S 00° 24' 03" E a distance of 10.25';
Thence S 89° 35' 57" W a distance of 22.00';
Thence N 00° 24' 03" W a distance of 10.25'to a point being the true point and place of beginning.

Sixteenth Floor:

BEGINNING at a point being the true point and place of beginning at the northwestern corner of the Submitted Land, thence in a northeasterly direction along the northern boundary line of the Submitted Land N 89° 35' 57" E a distance of 5.29';
Thence N 00° 24' 03" W a distance of 1.04';
Thence N 89° 35' 57" E a distance of 25.62';
Thence N 00° 24' 03" W a distance of 1.79';
Thence N 89° 35' 57" E a distance of 35.33';
Thence S 00° 24' 03" E a distance of 1.79';
Thence N 89° 35' 57" E a distance of 25.62';
Thence S 00° 24' 03" E a distance of 1.04';
Thence N 89° 35' 57" E a distance of 5.25';
Thence S 00° 24' 03" E a distance of 7.29';
Thence N 89° 35' 57" E a distance of 1.08';
Thence S 00° 24' 03" E a distance of 34.33';
Thence N 89° 35' 57" E a distance of 3.00';
Thence S 00° 24' 03" E a distance of 55.25';
Thence S 89° 35' 57" W a distance of 3.00';
Thence S 00° 24' 03" E a distance of 34.33';
Thence S 89° 35' 57" W a distance of 1.08';
Thence S 00° 24' 03" E a distance of 7.29';
Thence S 89° 35' 57" W a distance of 5.25';
Thence S 00° 24' 03" E a distance of 1.04';
Thence S 89° 35' 57" W a distance of 25.62';
Thence S 00° 24' 03" E a distance of 1.79';
Thence S 89° 35' 57" W a distance of 35.33';
Thence N 00° 24' 03" W a distance of 1.79';
Thence S 89° 35' 57" W a distance of 25.62';
Thence N 00° 24' 03" W a distance of 1.04';

Thence S 89° 35' 57" W a distance of 5.29'
Thence N 00° 24' 03" W a distance of 7.29';
Thence S 89° 35' 57" W a distance of 1.04';
Thence N 00° 24' 03" W a distance of 34.33';
Thence S 89° 35' 57" W a distance of 3.00';
Thence N 00° 24' 03" W a distance of 55.25';
Thence N 89° 35' 57" E a distance of 3.00';
Thence N 00° 24' 03" W a distance of 34.33';
Thence N 89° 35' 57" E a distance of 1.04';
Thence N 00° 24' 03" W a distance of 7.29' to a point being the true point and place of beginning.

LESS AND EXCEPT that certain portion of the Hotel Unit located within the Submitted Land and further described by metes and bounds as follows:

Hotel Unit:

BEGINNING at a point being the true point and place of beginning being the northern most point of the northwestern corner of the Hotel Unit located within the boundaries of the Submitted Land as shown on Sheet 8 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the Hotel Unit N 89° 35' 57" E a distance of 20.17';
Thence S 00° 24' 03" E a distance of 10.17'
Thence S 89° 35' 57" W a distance of 11.17';
Thence S 00° 24' 03" E a distance of 10.17'
Thence N 89° 35' 57" E a distance of 12.17';
Thence S 00° 24' 03" E a distance of 10.25'
Thence S 89° 35' 57" W a distance of 20.00';
Thence N 00° 24' 03" W a distance of 10.25';
Thence S 89° 35' 57" W a distance of 9.50';
Thence N 89° 35' 57" E a distance of 8.33';
Thence N 00° 24' 03" W a distance of 10.17' to a point being the true point and place of beginning.

Seventeenth Floor:

BEGINNING at a point being the true point and place of beginning at the northwestern corner of the of the Submitted Land, thence in a northeasterly direction along the northern boundary line of the Submitted Land N 89° 35' 57" E a distance of 5.29';
Thence N 00° 24' 03" W a distance of 1.04';
Thence N 89° 35' 57" E a distance of 25.62';
Thence N 00° 24' 03" W a distance of 1.79';
Thence N 89° 35' 57" E a distance of 35.33';
Thence S 00° 24' 03" E a distance of 1.79';
Thence N 89° 35' 57" E a distance of 25.62';

Thence S 00° 24' 03" E a distance of 1.04';
Thence N 89° 35' 57" E a distance of 5.29';
Thence S 00° 24' 03" E a distance of 7.29';
Thence N 89° 35' 57" E a distance of 1.04';
Thence S 00° 24' 03" E a distance of 34.33';
Thence N 89° 35' 57" E a distance of 3.00';
Thence S 00° 24' 03" E a distance of 55.25';
Thence S 89° 35' 57" W a distance of 3.00';
Thence S 00° 24' 03" E a distance of 34.33';
Thence S 89° 35' 57" W a distance of 1.04';
Thence S 00° 24' 03" E a distance of 7.29';
Thence S 89° 35' 57" W a distance of 5.29';
Thence S 00° 24' 03" E a distance of 1.04';
Thence S 89° 35' 57" W a distance of 25.62';
Thence S 00° 24' 03" E a distance of 1.79';
Thence S 89° 35' 57" W a distance of 35.33';
Thence N 00° 24' 03" W a distance of 1.79';
Thence S 89° 35' 57" W a distance of 25.62';
Thence N 00° 24' 03" W a distance of 1.04';
Thence S 89° 35' 57" W a distance of 5.29'
Thence N 00° 24' 03" W a distance of 7.29';
Thence S 89° 35' 57" W a distance of 1.04';
Thence N 00° 24' 03" W a distance of 34.33';
Thence S 89° 35' 57" W a distance of 3.00';
Thence N 00° 24' 03" W a distance of 55.25';
Thence N 89° 35' 57" E a distance of 3.00';
Thence N 00° 24' 03" W a distance of 34.33';
Thence N 89° 35' 57" E a distance of 1.04';
Thence N 00° 24' 03" W a distance of 7.25' to a point being the true point and place of beginning.

Nineteenth through Thirty-First Floors:

BEGINNING at a point being the true point and place of beginning at the northwestern corner of the of the Submitted Land, thence in a northeasterly direction along the northern boundary line of the Submitted Land N 89° 35' 57" E a distance of 5.25';
Thence N 00° 24' 03" W a distance of 1.08';
Thence N 89° 35' 57" E a distance of 25.62';
Thence N 00° 24' 03" W a distance of 1.79';
Thence N 89° 35' 57" E a distance of 35.33';
Thence S 00° 24' 03" E a distance of 1.79';
Thence N 89° 35' 57" E a distance of 25.62';
Thence S 00° 24' 03" E a distance of 1.08';
Thence N 89° 35' 57" E a distance of 5.25';
Thence S 00° 24' 03" E a distance of 7.25';

Thence N 89° 35' 57" E a distance of 1.08';
Thence S 00° 24' 03" E a distance of 34.33';
Thence N 89° 35' 57" E a distance of 3.00';
Thence S 00° 24' 03" E a distance of 55.25';
Thence S 89° 35' 57" W a distance of 3.00';
Thence S 00° 24' 03" E a distance of 34.33';
Thence S 89° 35' 57" W a distance of 1.08';
Thence S 00° 24' 03" E a distance of 7.25';
Thence S 89° 35' 57" W a distance of 5.25';
Thence S 00° 24' 03" E a distance of 1.08';
Thence S 89° 35' 57" W a distance of 25.62';
Thence S 00° 24' 03" E a distance of 1.79';
Thence S 89° 35' 57" W a distance of 35.33';
Thence N 00° 24' 03" W a distance of 1.79';
Thence S 89° 35' 57" W a distance of 25.62';
Thence N 00° 24' 03" W a distance of 1.08';
Thence S 89° 35' 57" W a distance of 5.25'
Thence N 00° 24' 03" W a distance of 7.25';
Thence S 89° 35' 57" W a distance of 1.08';
Thence N 00° 24' 03" W a distance of 34.33';
Thence S 89° 35' 57" W a distance of 3.00';
Thence N 00° 24' 03" W a distance of 55.25';
Thence N 89° 35' 57" E a distance of 3.00';
Thence N 00° 24' 03" W a distance of 34.33';
Thence N 89° 35' 57" E a distance of 1.09';
Thence N 00° 24' 03" W a distance of 7.25' to a point being the true point and place of beginning.

Thirty-Second Floor:

BEGINNING at a point being the true point and place of beginning at the northwestern corner of the of the Submitted Land, thence in a northeasterly direction along the northern boundary line of the Submitted Land N 89° 35' 57" E a distance of 5.37';
Thence N 00° 24' 03" W a distance of 0.96';
Thence N 89° 35' 57" E a distance of 25.62';
Thence N 00° 24' 03" W a distance of 1.79';
Thence N 89° 35' 57" E a distance of 35.33';
Thence S 00° 24' 03" E a distance of 1.79';
Thence N 89° 35' 57" E a distance of 25.62';
Thence S 00° 24' 03" E a distance of 0.96';
Thence N 89° 35' 57" E a distance of 5.37';
Thence S 00° 24' 03" E a distance of 7.38';
Thence N 89° 35' 57" E a distance of 0.96';
Thence S 00° 24' 03" E a distance of 34.33';
Thence N 89° 35' 57" E a distance of 3.00';

Thence S 00° 24' 03" E a distance of 55.25';
Thence S 89° 35' 57" W a distance of 3.00';
Thence S 00° 24' 03" E a distance of 34.33';
Thence S 89° 35' 57" W a distance of 0.96';
Thence S 00° 24' 03" E a distance of 7.38';
Thence S 89° 35' 57" W a distance of 5.37';
Thence S 00° 24' 03" E a distance of 0.96';
Thence S 89° 35' 57" W a distance of 25.62';
Thence S 00° 24' 03" E a distance of 1.79';
Thence S 89° 35' 57" W a distance of 35.33'
Thence N 00° 24' 03" W a distance of 1.79';
Thence S 89° 35' 57" W a distance of 25.62';
Thence N 00° 24' 03" W a distance of 0.96';
Thence S 89° 35' 57" W a distance of 5.37';
Thence N 00° 24' 03" W a distance of 7.38';
Thence S 89° 35' 57" W a distance of 0.96';
Thence N 00° 24' 03" W a distance of 34.33';
Thence S 89° 35' 57" W a distance of 3.00';
Thence N 00° 24' 03" W a distance of 55.25';
Thence N 89° 35' 57" E a distance of 3.00';
Thence N 00° 24' 03" W a distance of 34.33';
Thence N 89° 35' 57" E a distance of 0.96';
Thence N 00° 24' 03" W a distance of 7.38' to a point being the true point and place of beginning.

Thirty-Third Floor:

BEGINNING at a point being the true point and place of beginning at the northwestern corner of the of the Submitted Land, thence in a northeasterly direction along the northern boundary line of the Submitted Land N 89° 35' 57" E a distance of 25.67';
Thence N 00° 24' 03" W a distance of 1.75';
Thence N 89° 35' 57" E a distance of 35.33';
Thence S 00° 24' 03" E a distance of 1.75';
Thence N 89° 35' 57" E a distance of 25.67';
Thence S 00° 24' 03" E a distance of 8.33';
Thence N 89° 35' 57" E a distance of 6.33';
Thence S 00° 24' 03" E a distance of 34.33';
Thence N 89° 35' 57" E a distance of 3.04';
Thence S 00° 24' 03" E a distance of 55.33';
Thence S 89° 35' 57" W a distance of 3.04';
Thence S 00° 24' 03" E a distance of 34.33';
Thence N 89° 35' 57" E a distance of 3.04';
Thence S 00° 24' 03" E a distance of 34.33';
Thence S 89° 35' 57" W a distance of 6.33';
Thence S 00° 24' 03" E a distance of 8.33';

Thence S 89° 35' 57" W a distance of 25.67';
Thence S 00° 24' 03" E a distance of 1.75';
Thence S 89° 35' 57" W a distance of 35.33';
Thence N 00° 24' 03" W a distance of 1.75';
Thence S 89° 35' 57" W a distance of 25.67';
Thence N 00° 24' 03" W a distance of 8.33';
Thence S 89° 35' 57" W a distance of 6.33';
Thence N 00° 24' 03" W a distance of 34.33';
Thence S 89° 35' 57" W a distance of 3.04';
Thence N 00° 24' 03" W a distance of 55.33';
Thence N 89° 35' 57" E a distance of 3.04'
Thence N 00° 24' 03" W a distance of 34.33';
Thence N 89° 35' 57" E a distance of 6.33';
Thence N 00° 24' 03" W a distance of 8.33'to a point being the true point and place of beginning.

Thirty-Fourth Floor:

BEGINNING at a point being the true point and place of beginning at the northwestern corner of the of the Submitted Land, thence in a northeasterly direction along the northern boundary line of the Submitted Land N 89° 35' 57" E a distance of 25.58';
Thence N 00° 24' 03" W a distance of 1.75';
Thence N 89° 35' 57" E a distance of 15.67';
Thence S 00° 24' 03" E a distance of 1.75';
Thence N 89° 35' 57" E a distance of 2.00';
Thence N 89° 35' 57" E a distance of 1.99';
Thence N 00° 24' 03" W a distance of 1.75';
Thence N 89° 35' 57" E a distance of 15.67';
Thence S 00° 24' 03" E a distance of 1.75';
Thence N 89° 35' 57" E a distance of 25.58';
Thence S 00° 24' 03" E a distance of 8.42';
Thence N 89° 35' 57" E a distance of 6.42';
Thence S 00° 24' 03" E a distance of 34.25';
Thence N 89° 35' 57" E a distance of 3.04';
Thence S 00° 24' 03" E a distance of 55.33';
Thence S 89° 35' 57" W a distance of 3.04';
Thence S 00° 24' 03" E a distance of 34.25';
Thence S 89° 35' 57" W a distance of 6.42';
Thence S 00° 24' 03" E a distance of 8.42';
Thence S 89° 35' 57" W a distance of 25.58';
Thence S 00° 24' 03" E a distance of 1.75';
Thence S 89° 35' 57" W a distance of 15.67';
Thence N 00° 24' 03" W a distance of 1.75';
Thence S 89° 35' 57" W a distance of 1.99';
Thence S 89° 35' 57" W a distance of 2.00';

Thence S 00° 24' 03" E a distance of 1.75';
Thence S 89° 35' 57" W a distance of 15.67';
Thence N 00° 24' 03" W a distance of 1.75';
Thence S 89° 35' 57" W a distance of 25.58'
Thence N 00° 24' 03" W a distance of 8.42';
Thence S 89° 35' 57" W a distance of 6.42';
Thence N 00° 24' 03" W a distance of 34.25';
Thence S 89° 35' 57" W a distance of 3.04';
Thence N 00° 24' 03" W a distance of 55.33';
Thence N 89° 35' 57" E a distance of 3.04';
Thence N 00° 24' 03" W a distance of 34.25';
Thence N 89° 35' 57" E a distance of 6.42';
Thence N 00° 24' 03" W a distance of 8.42'to a point being the true point and place of beginning.

Thirty-Fifth Floor:

BEGINNING at a point being the true point and place of beginning at the northwestern corner of the of the Submitted Land, thence in a northeasterly direction along the northern boundary line of the Submitted Land N 89° 35' 57" E a distance of 25.67';
Thence N 00° 24' 03" W a distance of 1.75';
Thence N 89° 35' 57" E a distance of 15.67';
Thence S 00° 24' 03" E a distance of 1.75';
Thence N 89° 35' 57" E a distance of 2.00';
Thence N 89° 35' 57" E a distance of 1.99';
Thence N 00° 24' 03" W a distance of 1.75';
Thence N 89° 35' 57" E a distance of 15.67';
Thence S 00° 24' 03" E a distance of 1.75';
Thence N 89° 35' 57" E a distance of 25.67';
Thence S 00° 24' 03" E a distance of 8.33';
Thence N 89° 35' 57" E a distance of 6.29';
Thence S 00° 24' 03" E a distance of 34.33';
Thence N 89° 35' 57" E a distance of 3.04';
Thence S 00° 24' 03" E a distance of 55.33';
Thence S 89° 35' 57" W a distance of 3.04';
Thence S 00° 24' 03" E a distance of 34.33';
Thence S 89° 35' 57" W a distance of 6.29';
Thence S 00° 24' 03" E a distance of 8.33';
Thence S 89° 35' 57" W a distance of 25.67';
Thence S 00° 24' 03" E a distance of 1.75';
Thence S 89° 35' 57" W a distance of 15.67';
Thence N 00° 24' 03" W a distance of 1.75';
Thence S 89° 35' 57" W a distance of 3.99';
Thence S 00° 24' 03" E a distance of 1.75';
Thence S 89° 35' 57" W a distance of 15.67';

Thence N 00° 24' 03" W a distance of 1.75';
Thence S 89° 35' 57" W a distance of 25.67'
Thence N 00° 24' 03" W a distance of 8.33';
Thence S 89° 35' 57" W a distance of 6.29';
Thence N 00° 24' 03" W a distance of 34.33';
Thence S 89° 35' 57" W a distance of 3.04';
Thence N 00° 24' 03" W a distance of 55.33';
Thence N 89° 35' 57" E a distance of 3.04';
Thence N 00° 24' 03" W a distance of 34.33';
Thence N 89° 35' 57" E a distance of 6.29';
Thence N 00° 24' 03" W a distance of 8.33'to a point being the true point and place of beginning.

Thirty-Sixth Floor:

BEGINNING at a point being the true point and place of beginning at the northwestern corner of the of the Submitted Land, thence in a northeasterly direction along the northern boundary line of the Submitted Land N 89° 35' 57" E a distance of 25.67';
Thence N 00° 24' 03" W a distance of 1.75';
Thence N 89° 35' 57" E a distance of 15.67';
Thence S 00° 24' 03" E a distance of 1.75';
Thence N 89° 35' 57" E a distance of 2.00';
Thence N 89° 35' 57" E a distance of 1.99';
Thence N 00° 24' 03" W a distance of 1.75';
Thence N 89° 35' 57" E a distance of 15.67';
Thence S 00° 24' 03" E a distance of 1.75';
Thence N 89° 35' 57" E a distance of 25.67';
Thence S 00° 24' 03" E a distance of 8.33';
Thence N 89° 35' 57" E a distance of 6.29';
Thence S 00° 24' 03" E a distance of 34.33';
Thence N 89° 35' 57" E a distance of 3.04';
Thence S 00° 24' 03" E a distance of 55.33';
Thence S 89° 35' 57" W a distance of 3.04';
Thence S 00° 24' 03" E a distance of 34.33';
Thence S 89° 35' 57" W a distance of 6.29';
Thence S 00° 24' 03" E a distance of 8.33';
Thence S 89° 35' 57" W a distance of 25.67';
Thence S 00° 24' 03" E a distance of 1.75';
Thence S 89° 35' 57" W a distance of 15.67';
Thence N 00° 24' 03" W a distance of 1.75';
Thence S 89° 35' 57" W a distance of 3.99';
Thence S 00° 24' 03" E a distance of 1.75';
Thence S 89° 35' 57" W a distance of 15.67';
Thence N 00° 24' 03" W a distance of 1.75';
Thence S 89° 35' 57" W a distance of 25.67'

Thence N 00° 24' 03" W a distance of 8.33';
Thence S 89° 35' 57" W a distance of 6.29';
Thence N 00° 24' 03" W a distance of 34.33';
Thence S 89° 35' 57" W a distance of 3.04';
Thence N 00° 24' 03" W a distance of 55.33';
Thence N 89° 35' 57" E a distance of 3.04';
Thence N 00° 24' 03" W a distance of 34.33';
Thence N 89° 35' 57" E a distance of 6.29';
Thence N 00° 24' 03" W a distance of 8.33'to a point being the true point and place of beginning.

Thirty-Seventh Floor:

BEGINNING at a point being the true point and place of beginning at the northwestern corner of the of the Submitted Land, thence in a northeasterly direction along the northern boundary line of the Submitted Land N 89° 35' 57" E a distance of 30.58';
Thence S 00° 24' 03" E a distance of 1.43';
Thence in a Northeasterly direction as shown on the plat a distance of 12.99';
Thence in a Southeasterly direction as shown on the plat a distance of 12.99';
Thence N 00° 24' 03" W a distance of 1.38';
Thence N 89° 35' 57" E a distance of 30.58';
Thence S 00° 24' 03" E a distance of 8.33';
Thence N 89° 35' 57" E a distance of 6.33';
Thence S 00° 24' 03" E a distance of 25.96';
Thence N 89° 35' 57" E a distance of 3.04'
Thence S 00° 24' 03" E a distance of 55.33';
Thence S 89° 35'57" W a distance of 3.04';
Thence N 00° 24' 03" W a distance of 11.17';
Thence S 89° 35' 57" W a distance of 24.21';
Thence N 00° 24' 03" W a distance of 1.50';
Thence S 89° 35' 57" W a distance of 2.33';
Thence S 00° 24' 03" E a distance of 6.04';
Thence S 89° 35' 57" W a distance of 7.58';
Thence S 00° 24' 03" E a distance of 13.14';
Thence S 89° 35' 57" W a distance of 16.15';
Thence S 00° 24' 03" E a distance of 0.21';
Thence S 89° 35' 57" W a distance of 1.19';
Thence S 00° 24' 03" E a distance of 12.56';
Thence N 89° 35' 57" E a distance of 0.58';
Thence S 00° 24' 03" E a distance of 7.46';
Thence N 89° 35' 57" E a distance of 1.67'
Thence S 00° 24' 03" E a distance of 8.77';
Thence in a southwesterly direction as shown on the plat a distance of 0.43';
Thence in a northwesterly direction as shown on the plat a distance of 12.99';
Thence S 00° 24' 03" E a distance of 1.38';

Thence S 89° 35' 57" W a distance of 30.58';
Thence N 00° 24' 03" W a distance of 8.33';
Thence S 89° 35' 57" W a distance of 6.33';
Thence N 00° 24' 03" W a distance of 25.96;
Thence S 89° 35' 57" W a distance of 3.04';
Thence N 00° 24' 03" W a distance of 55.33';
Thence N 89° 35' 57" E a distance of 3.04';
Thence N 00° 24' 03" W a distance of 25.96';
Thence N 89° 35' 57" E a distance of 6.33';
Thence N 00° 24' 03" W a distance of 8.37' to a point being the true point and place of beginning.

Thirty-Eighth Floor:

Northern portion of the Submitted Land:

BEGINNING at a point being the true point and place of beginning being the northern most point of the northwestern corner of the northern portion of the Submitted Land located within the Common Element as shown on Sheet 11 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the northern portion of the Submitted Land N 89° 35' 57" E a distance of 28.92';
Thence S 00° 24' 03" E a distance of 13.25';
Thence S 89° 35' 57" W a distance of 11.83';
Thence S 00° 24' 03" E a distance of 6.83';
Thence S 89° 35' 57" W a distance of 10.83';
Thence N 00° 24' 03"W a distance of 10.33';
Thence S 89° 35' 57" W a distance of 6.25';
Thence N 00° 24' 03" W a distance of 9.75' to a point being the true point and place of beginning.

Southern portion of the Submitted Land:

BEGINNING at a point being the true point and place of beginning being the northern most corner of the northwestern corner of the southern portion of the Submitted Land located within the Common Element as shown on Sheet 11 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the southern portion of the Submitted Land N 89° 35' 57" E a distance of 22.00';
Thence N 00° 24' 03" W a distance of 0.13';
Thence N 89° 35' 57" E a distance of 0.83';
Thence S 00° 24' 03" E a distance of 10.38;
Thence S 89° 35' 57" W a distance of 22.83';
Thence N 00° 24' 03" W a distance of 10.25' to a point being the true point and place of beginning.

Thirty-Ninth Floor:

BEGINNING at a point being the true point and place of beginning being the northern most point of the northwestern corner of the Submitted Land as shown on Sheet 11 of Exhibit B, thence in a northeasterly direction along the northern boundary line of the Submitted Land N 89° 35' 57" E a distance of 28.92';
Thence S 00° 24' 03" E a distance of 44.00';
Thence S 89° 35' 57" W a distance of 37.00';
Thence N 00° 24' 03" W a distance of 35.00';
Thence N 89° 35' 57" E a distance of 8.08';
Thence N 00° 24' 03" W a distance of 9.00' to a point being the true point and place of beginning.

EXHIBIT B

Plat of Survey of the Condominium recorded contemporaneously herewith in the Map Books of the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia

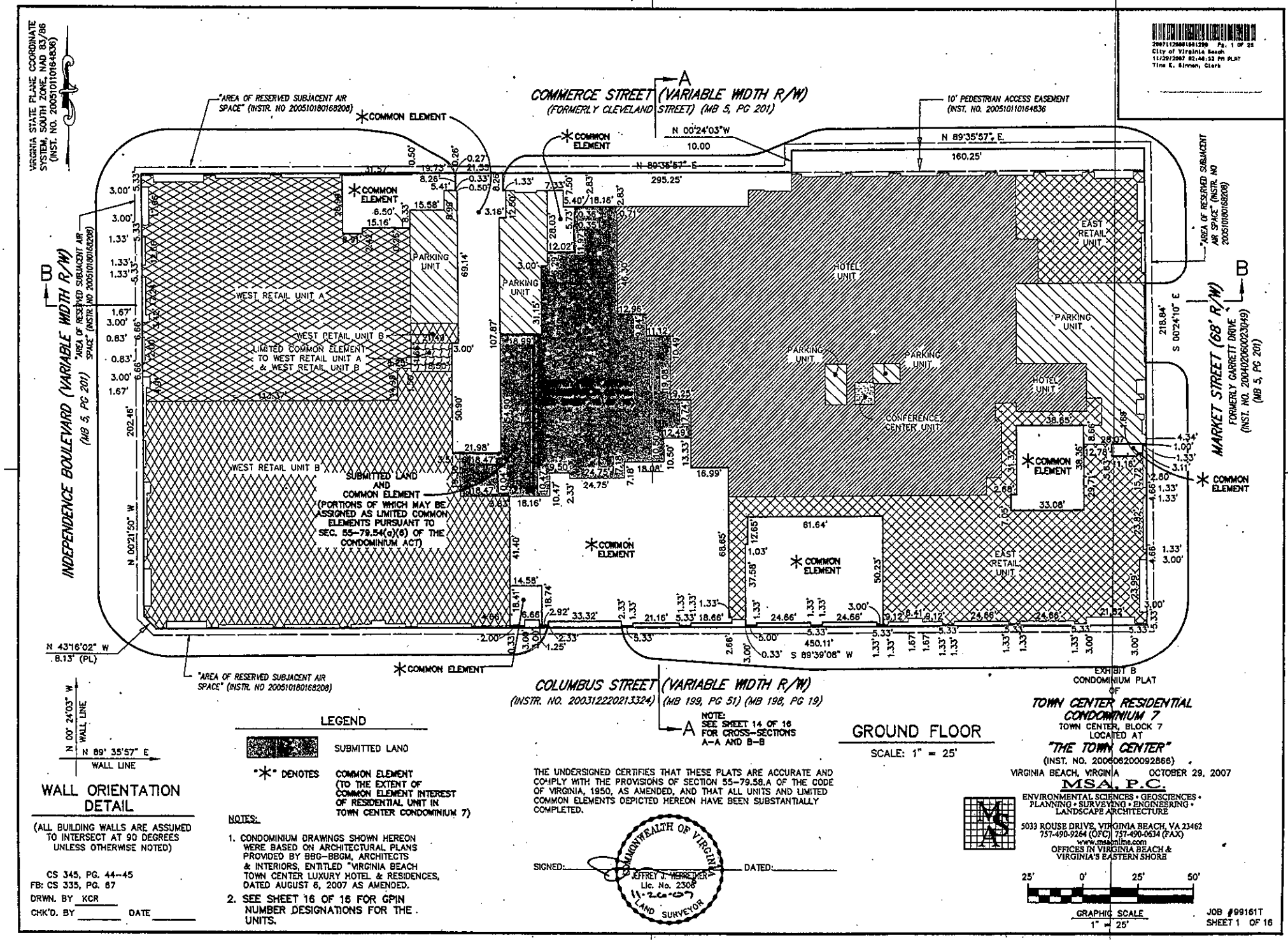
EXHIBIT C

Plans of the Condominium and Condominium Units recorded contemporaneously herewith in the Map Books of the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia

EXHIBIT D

Percentage Interests of the Units in Common Elements

Unit	Par Value	% Interest
1601-1612	100 per Unit	.59417706 per Unit
1701-1708, 1902, 1905, 2002, 2005, 2102, 2105, 2202, 2205, 2302, 2305, 2402, 2405, 2502, 2505, 2602, 2605, 2702, 2705, 2802, 2805, 2902, 2905, 3002, 3005, 3102, 3105, 3202, 3205	130 per Unit	.772430184 per Unit
1901, 1903, 1904, 1906, 2001, 2003, 2004, 2006, 2101, 2103, 2104, 2106, 2201, 2203, 2204, 2206, 2301, 2303, 2304, 2306, 2401, 2403, 2404, 2406, 2501, 2503, 2504, 2506, 2601, 2603, 2604, 2606, 2701, 2703, 2704, 2706, 2801, 2803, 2804, 2806, 2901, 2903, 2904, 2906, 3001, 3003, 3004, 3006, 3101, 3103, 3104, 3106, 3201, 3203, 3204, 3206, 3301, 3302, 3303, 3304, 3401, 3402, 3403, 3404, 3502, 3503, 3504	150 per Unit	.8912656 per Unit
3501, 3601, 3602, 3603, 3701	180 per Unit	1.069518716 per Unit
TOTALS	16,830	100%



WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)

N 00° 24'03" W WALL LINE

N 89° 35'57" E WALL LINE

CS 345, PG. 44-45
FB: CS 335, PG. 67
DRWN. BY KCR
CHK'D. BY _____ DATE _____

LEGEND

SUBMITTED LAND

"*" DENOTES COMMON ELEMENT (TO THE EXTENT OF COMMON ELEMENT INTEREST OF RESIDENTIAL UNIT IN TOWN CENTER CONDOMINIUM 7)

NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007 AS AMENDED.
2. SEE SHEET 16 OF 16 FOR GPIN NUMBER DESIGNATIONS FOR THE UNITS.

THE UNDERSIGNED CERTIFIES THAT THESE PLATS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.58.A OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS AND LIMITED COMMON ELEMENTS DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY J. HERRETTER
Lic. No. 2308
11-26-07
LAND SURVEYOR

GROUND FLOOR

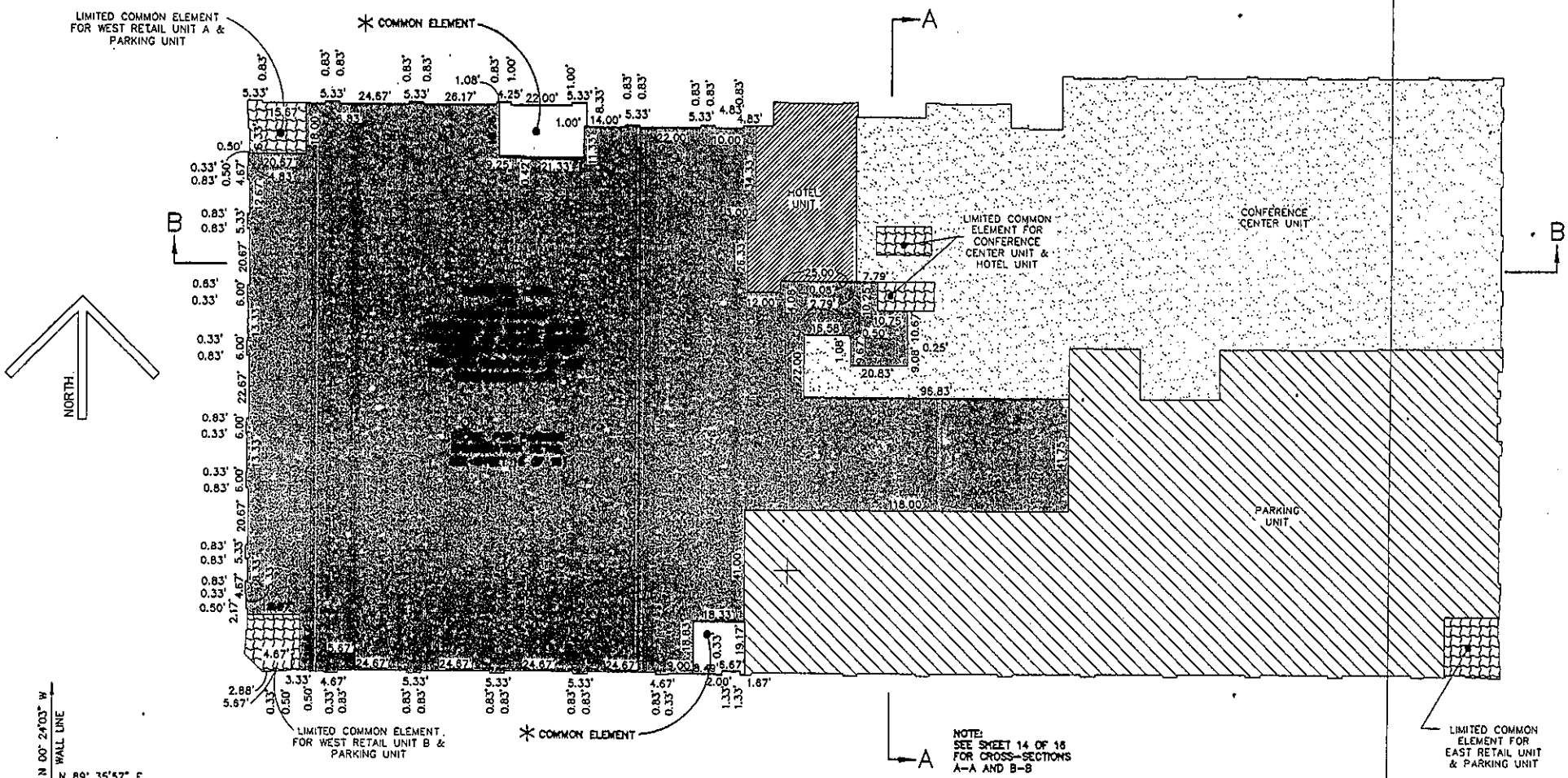
SCALE: 1" = 25'

EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200606200092866)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

MSA, P.C.
ENVIRONMENTAL SCIENCES • GEOSCIENCES • PLANNING • SURVEYING • ENGINEERING • LANDSCAPE ARCHITECTURE
5033 ROUSE DRIVE, VIRGINIA BEACH, VA 23462
757-490-9264 (OFC) 757-490-0634 (FAX)
www.msaonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

25' 0' 25' 50'
GRAPHIC SCALE
1" = 25'

JOB #99161T
SHEET 1 OF 16



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

SECOND FLOOR
(P-1 PARKING)

SCALE: 1" = 25'

N 00° 24'03" W
WALL LINE
N 89° 35'57" E
WALL LINE

WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)

NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.

CS 345, PG. 44-45
FB: CS 335, PG. 67
DRWN. BY KCR
CHK'D. BY _____ DATE _____

LEGEND

SUBMITTED LAND

"*" DENOTES COMMON ELEMENT (TO THE EXTENT OF COMMON ELEMENT INTEREST OF RESIDENTIAL UNIT IN TOWN CENTER CONDOMINIUM 7)

THE UNDERSIGNED CERTIFIES THAT THESE PLATS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.58.A OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS AND LIMITED COMMON ELEMENTS DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY J. HERRETHER
Lic. No. 2300
11-26-07
LAND SURVEYOR

EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200606200092866)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

MSA, P.C.
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www.msaonline.com
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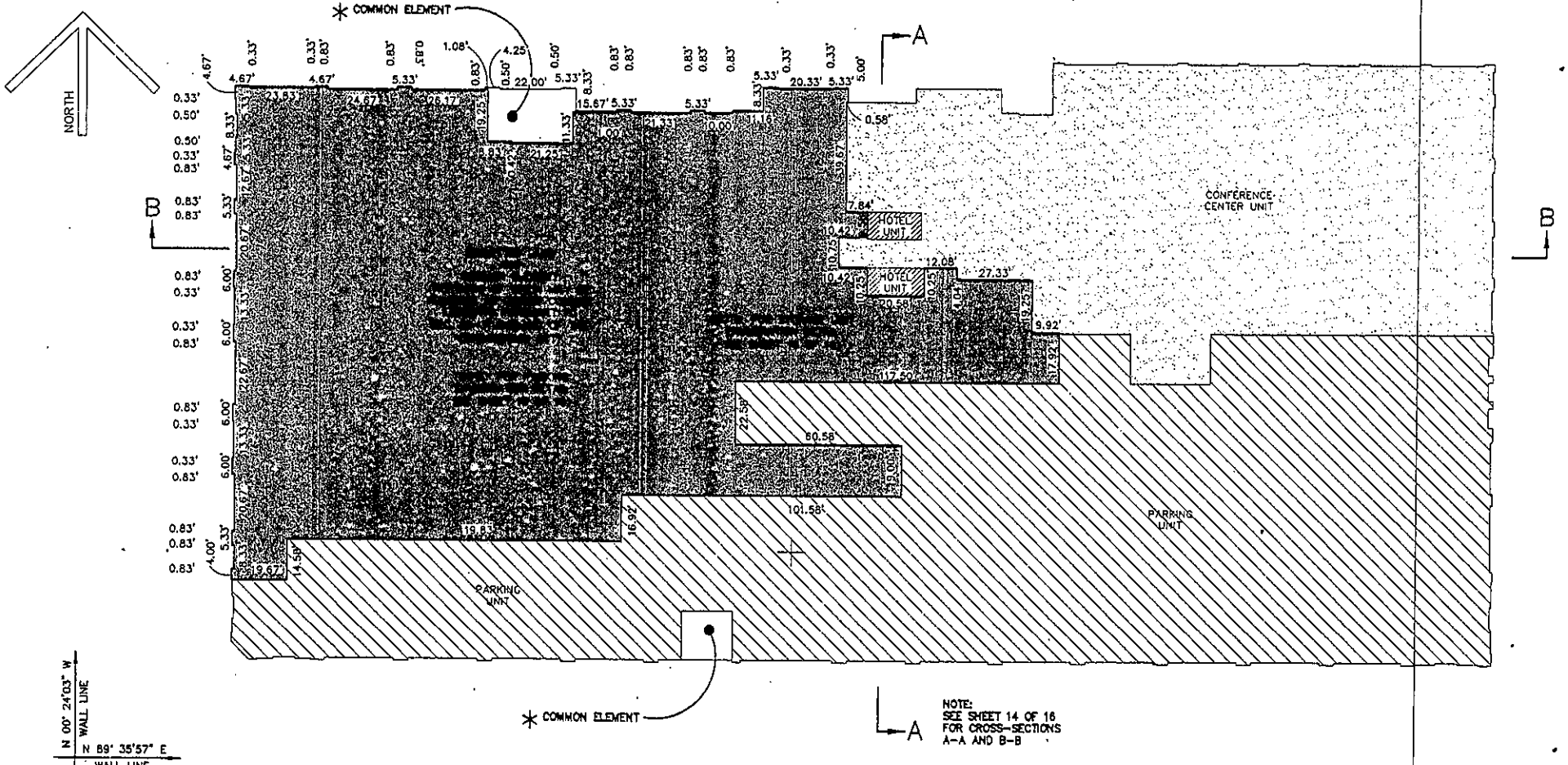
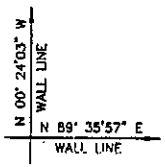
25' 0' 25' 50'
GRAPHIC SCALE
1" = 25'

JOB #99161T
SHEET 2 OF 16





WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)

NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.

LEGEND

SUBMITTED LAND

"*" DENOTES COMMON ELEMENT (TO THE EXTENT OF COMMON ELEMENT INTEREST OF RESIDENTIAL UNIT IN TOWN CENTER CONDOMINIUM 7)

THIRD FLOOR
(P-2 PARKING)

SCALE: 1" = 25'

THE UNDERSIGNED CERTIFIES THAT THESE PLATS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.58.A OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS AND LIMITED COMMON ELEMENTS DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY J. VIERRETHER
Lic. No. 2308
11-26-07
LAND SURVEYOR

FB: N/A
DRWN. BY KCR
CHK'D. BY _____ DATE _____

EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200606200092666)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

MSA, P.C.
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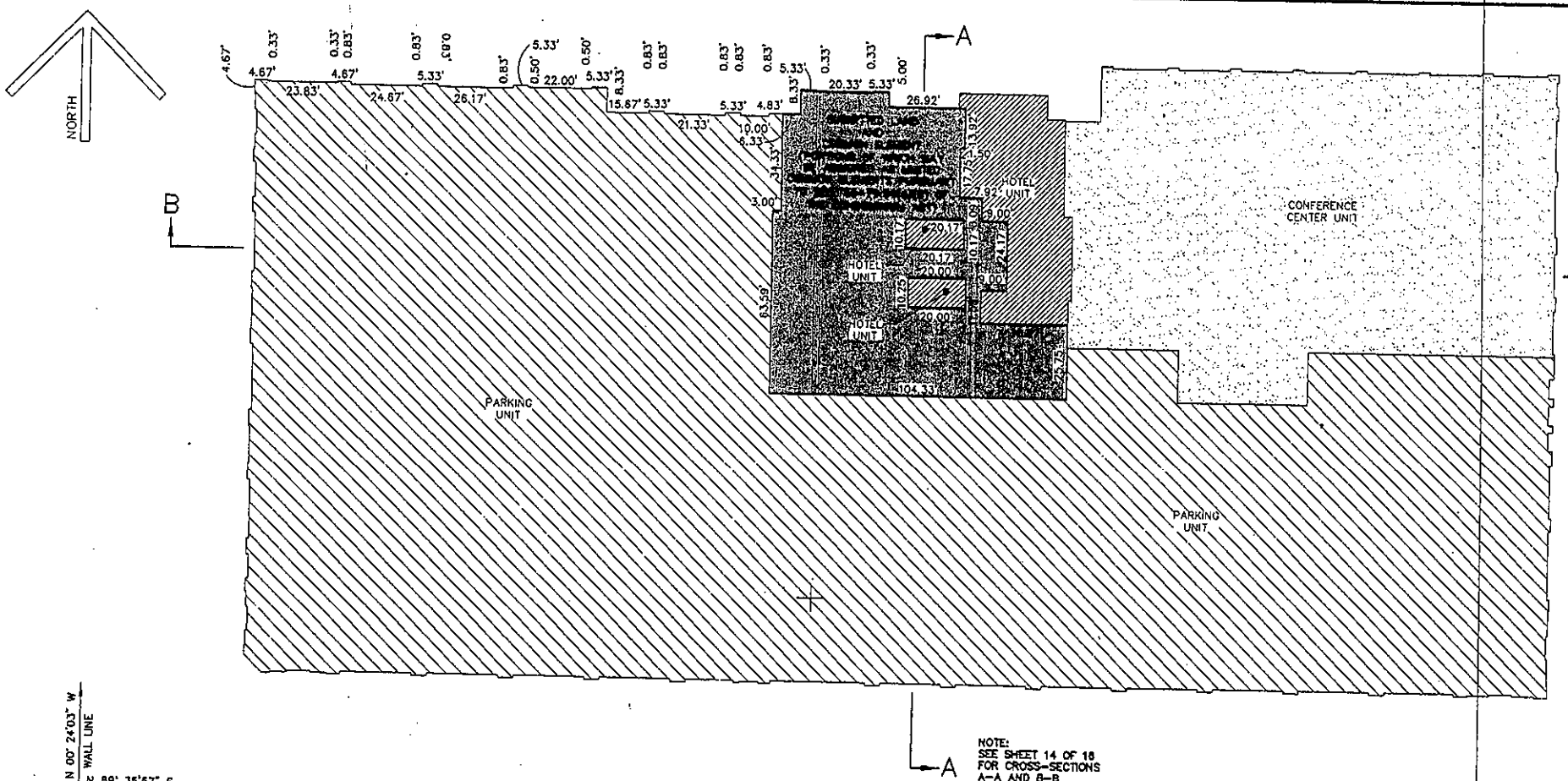
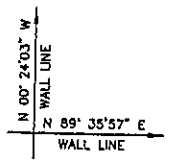
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

25' 0' 25' 50'
GRAPHIC SCALE
1" = 25'



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

FOURTH FLOOR
(P-3 PARKING)
SCALE: 1" = 25'



WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)

NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.

LEGEND

SUBMITTED LAND

THE UNDERSIGNED CERTIFIES THAT THESE PLATS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.58.A OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS AND LIMITED COMMON ELEMENTS DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY J. HERPETHER
Lic. No. 2308
11.26.07
LAND SURVEYOR

FB: N/A
DRWN. BY KCR
CHK'D. BY _____ DATE _____

EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200605200092856)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

MSA, P.C.
ENVIRONMENTAL SCIENCES • GEOSCIENCES • PLANNING • SURVEYING • ENGINEERING • LANDSCAPE ARCHITECTURE
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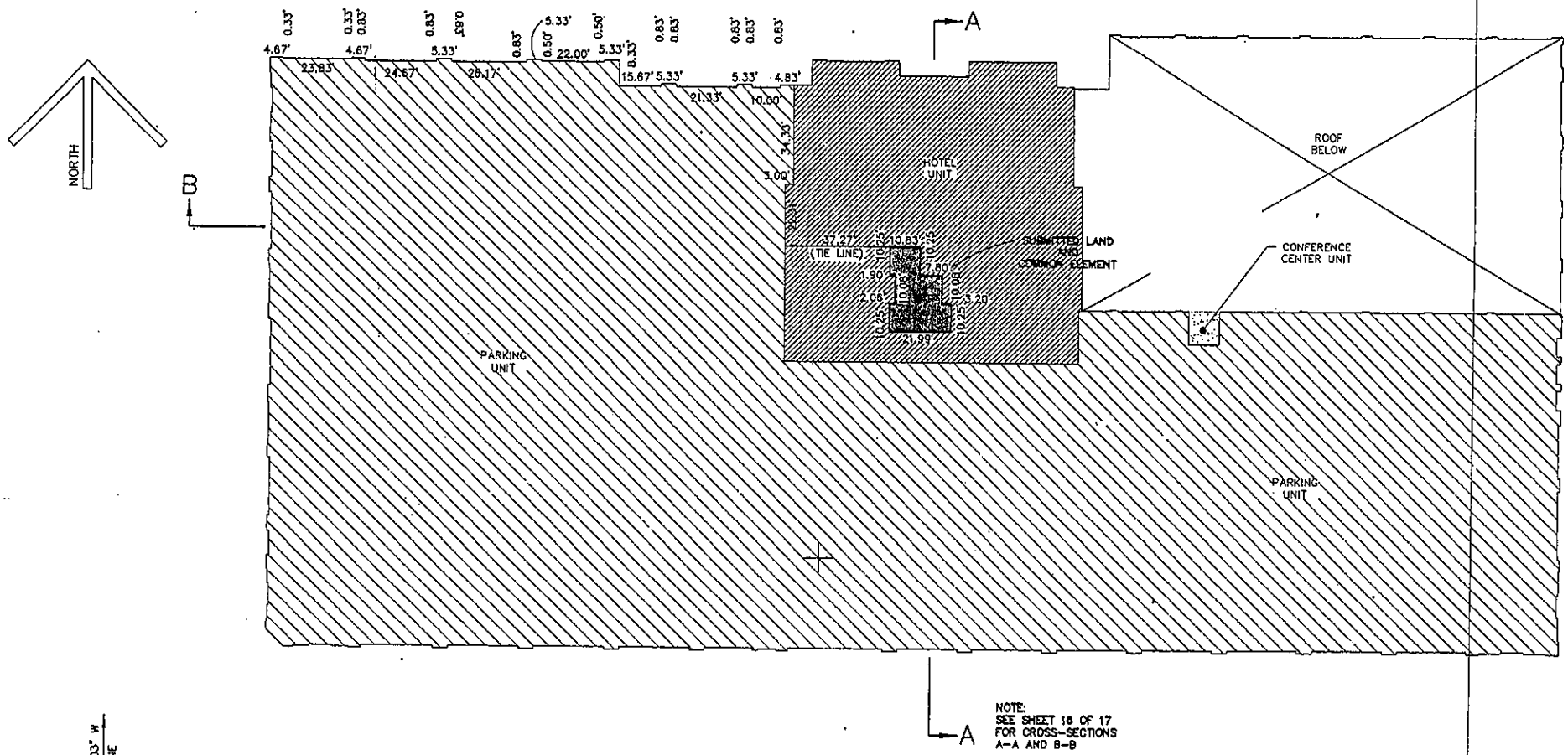
www.msaonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

25' 0' 25' 50'
GRAPHIC SCALE
1" = 25'

JOB #99161T
SHEET 4 OF 16



NOTE:
SEE SHEET 16 OF 17
FOR CROSS-SECTIONS
A-A AND B-B

FIFTH FLOOR
(P-4 PARKING)

SCALE: 1" = 25'

N 00° 24'03" W
WALL LINE
N 89° 35'57" E
WALL LINE

WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)

LEGEND

SUBMITTED LAND

NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.

THE UNDERSIGNED CERTIFIES THAT THESE PLATS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.58.A OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS AND LIMITED COMMON ELEMENTS DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY J. MERRIMAN
Lic. No. 2306
11-26-07
LAND SURVEYOR

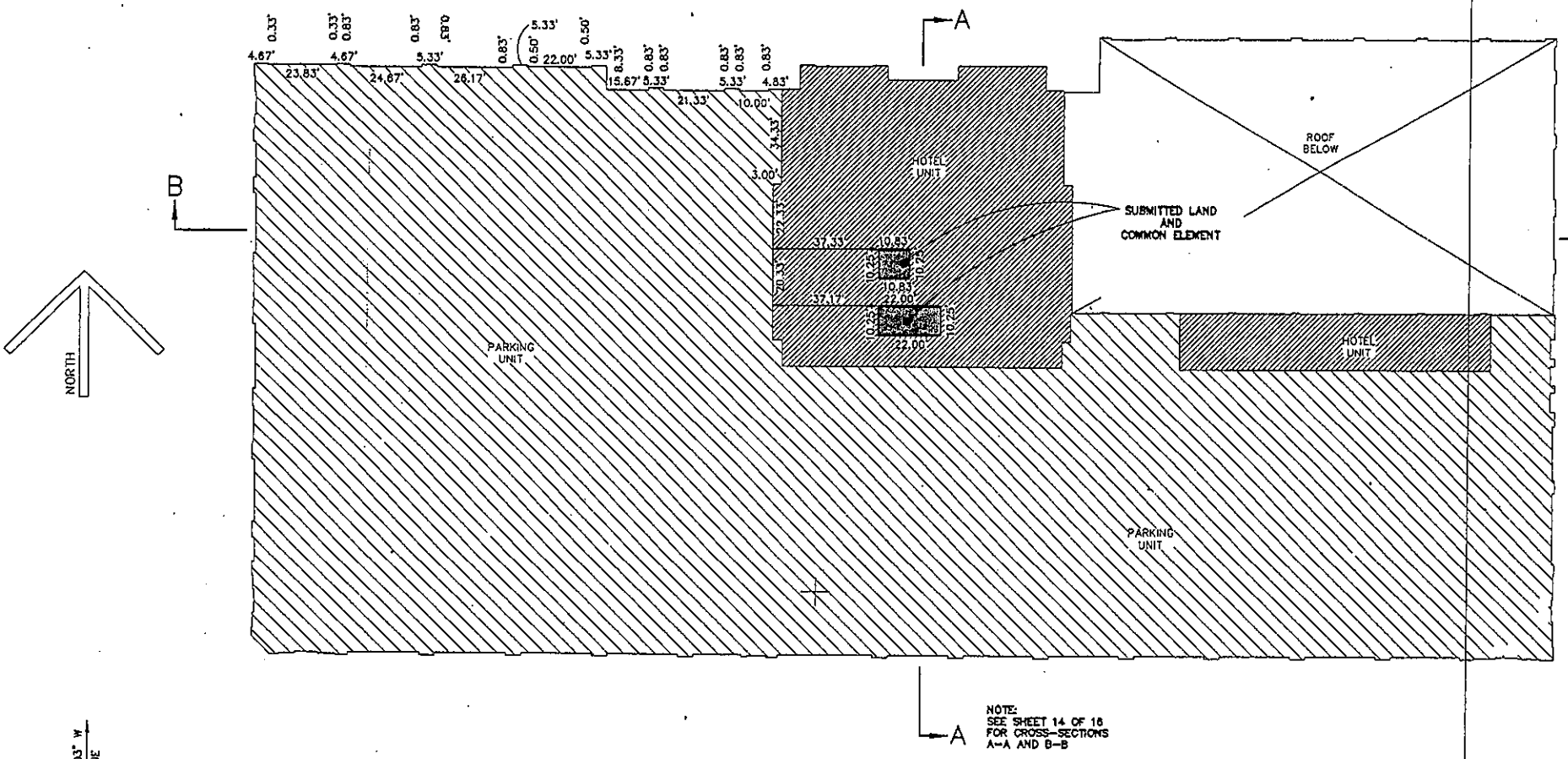
EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 17
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200606200092866)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

MSA, P.C.
ENVIRONMENTAL SCIENCES • GEOSCIENCES • PLANNING • SURVEYING • ENGINEERING • LANDSCAPE ARCHITECTURE
5033 ROUSE DRIVE, VIRGINIA BEACH, VA 23462
757-490-9264 (OFC) 757-490-0631 (FAX)
www.msaonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

25' 0' 25' 50'
GRAPHIC SCALE
1" = 25'

FB: N/A
DRWN. BY KCR
CHK'D. BY _____ DATE _____

JOB #99161T
SHEET 5 OF 16



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

P-5 PARKING

SCALE: 1" = 25'

N 00° 24'03" W WALL LINE

N 89° 35'57" E WALL LINE

WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)

LEGEND

SUBMITTED LAND

NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.

THE UNDERSIGNED CERTIFIES THAT THESE PLATS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.58.A OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS AND LIMITED COMMON ELEMENTS DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY J. VERSCHER
Lic. No. 2305
12-26-07
LAND SURVEYOR

FB: N/A
DRWN. BY KCR
CHK'D. BY _____ DATE _____

EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200606200092866)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

MSA, P.C.
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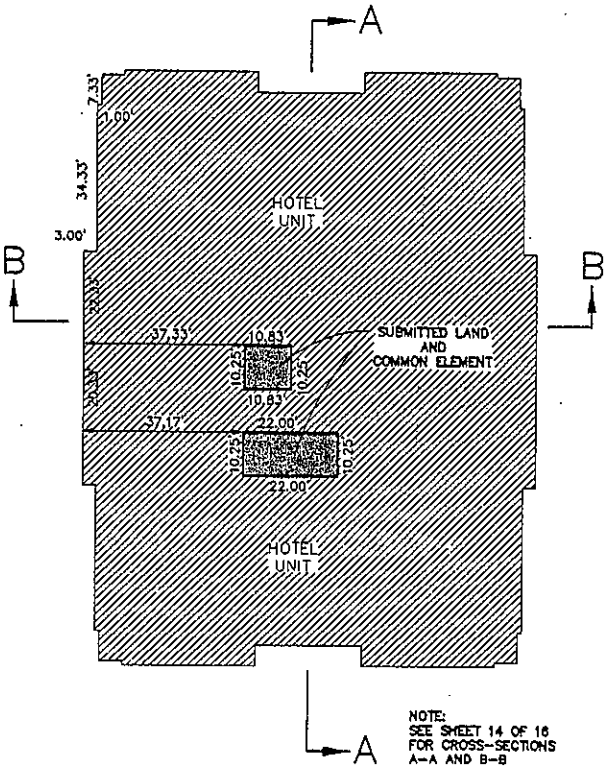
5033 ROUSE DRIVE, VIRGINIA BEACH, VA 23462
757-490-9264 (OFC) 757-490-0644 (FAX)
www.msaonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

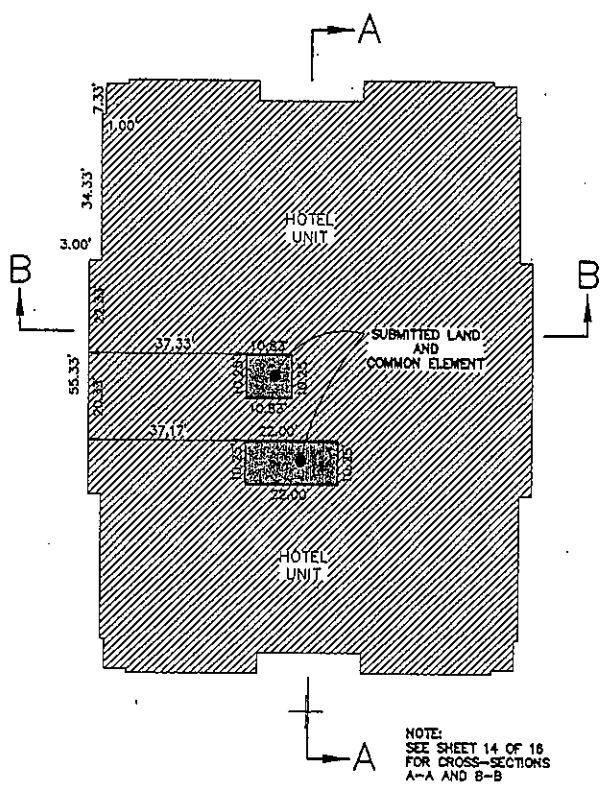
25' 0' 25' 50'
GRAPHIC SCALE
1" = 25'



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

SIXTH – TENTH FLOOR

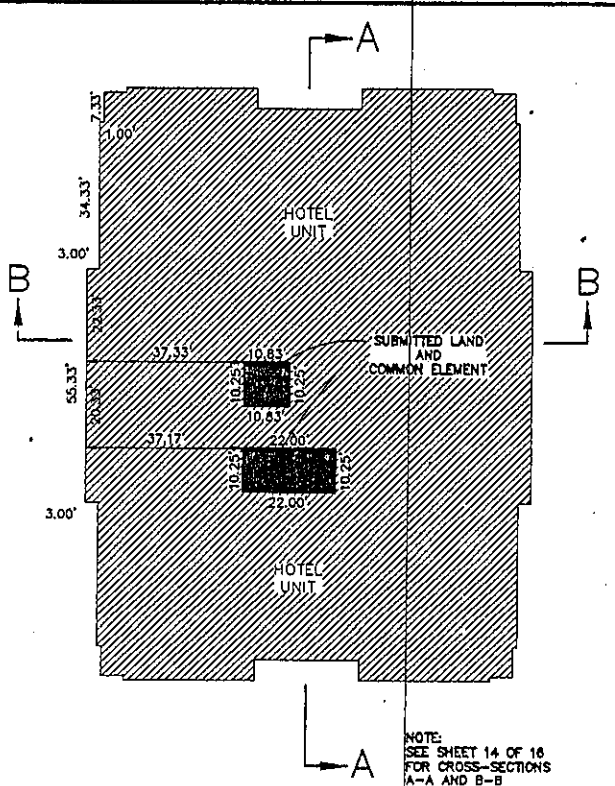
SCALE: 1" = 20'



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

ELEVENTH – FOURTEENTH FLOOR

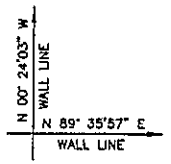
SCALE: 1" = 20'



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

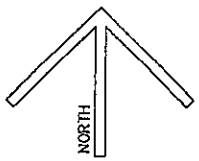
FIFTEENTH FLOOR

SCALE: 1" = 20'



WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)



NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.

FB: N/A
DRWN. BY KCR
CHK'D. BY _____ DATE _____

LEGEND

SUBMITTED LAND

THE UNDERSIGNED CERTIFIES THAT THESE PLATS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.58.A OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS AND LIMITED COMMON ELEMENTS DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED: _____ DATED: _____

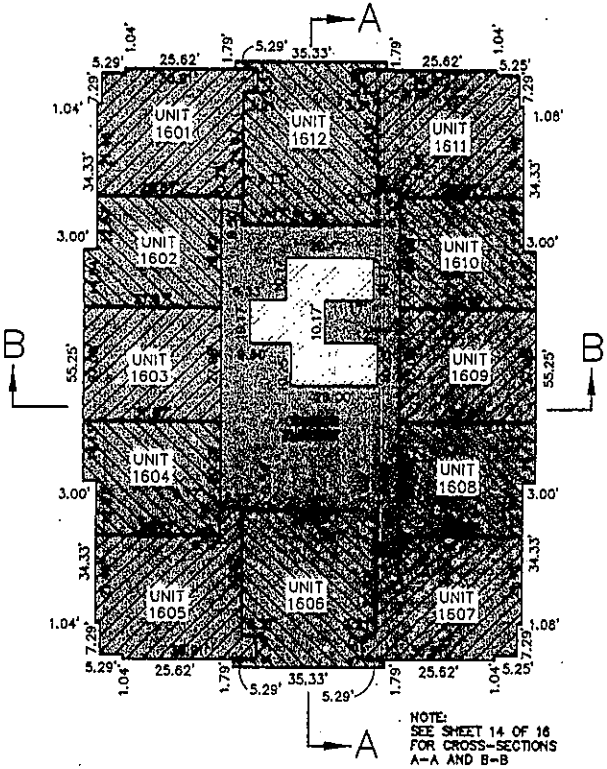
COMMONWEALTH OF VIRGINIA
JEFFREY W. TESMER
Lic. No. 2306
11-26-07
LAND SURVEYOR

EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200605200052866)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

MSA, P.C.
ENVIRONMENTAL SCIENCES • GEOSCIENCES • PLANNING • SURVEYING • ENGINEERING • LANDSCAPE ARCHITECTURE
5033 ROUSE DRIVE, VIRGINIA BEACH, VA 23462
757-490-9264 (OFC) 757-490-0634 (FAX)
www.msaonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

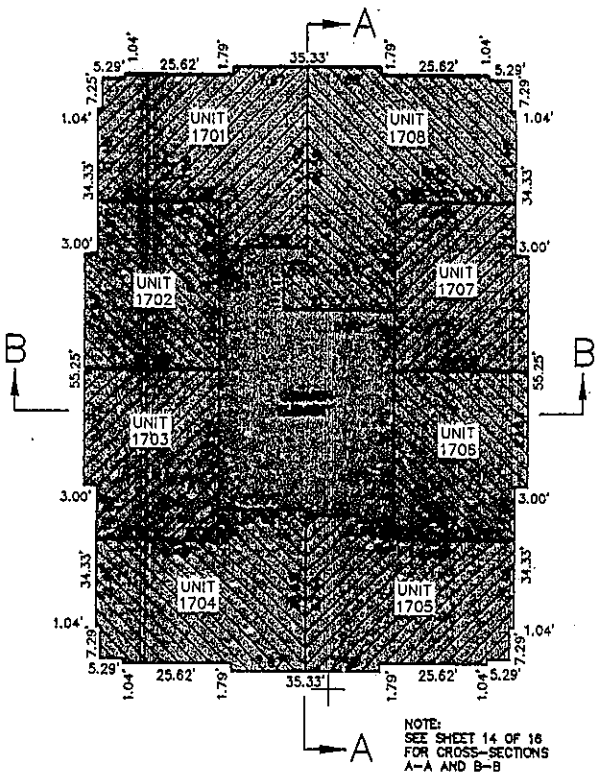
20' 0' 20' 40'
GRAPHIC SCALE
1" = 20'

JOB #99161T
SHEET 7 OF 16



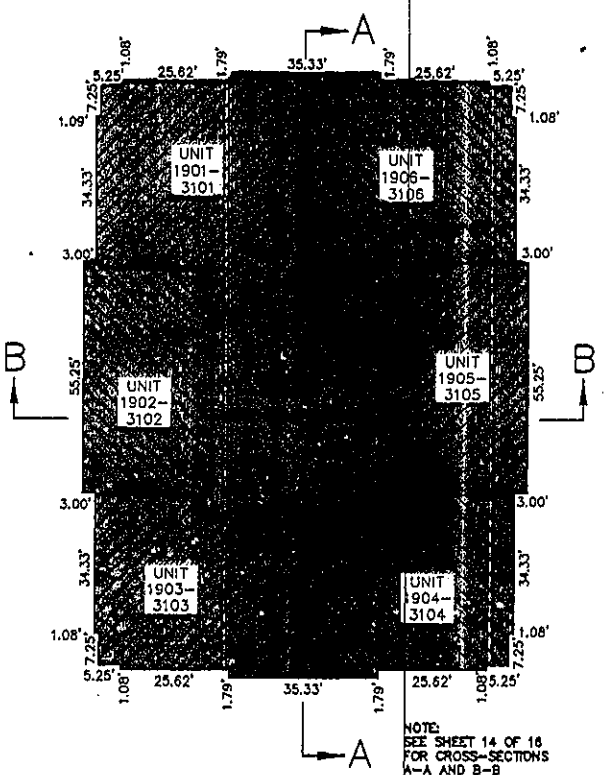
SIXTEENTH FLOOR
(RESIDENTIAL UNIT)

SCALE: 1" = 20'



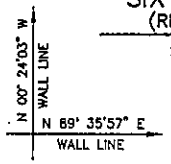
SEVENTEENTH FLOOR
(RESIDENTIAL UNIT)

SCALE: 1" = 20'



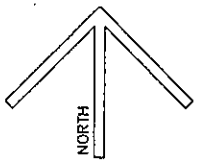
NINETEENTH – THIRTY FIRST FLOOR
(RESIDENTIAL UNIT)

SCALE: 1" = 20'



WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)



LEGEND

- SUBMITTED LAND/ COMMON ELEMENT
- SUBMITTED LAND/ RESIDENTIAL DWELLING UNIT

NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.

THE UNDERSIGNED CERTIFIES THAT THESE PLATS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.58.A OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS AND LIMITED COMMON ELEMENTS DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY MERRETHER
Lic. No. 2350
11-26-07
LAND SURVEYOR

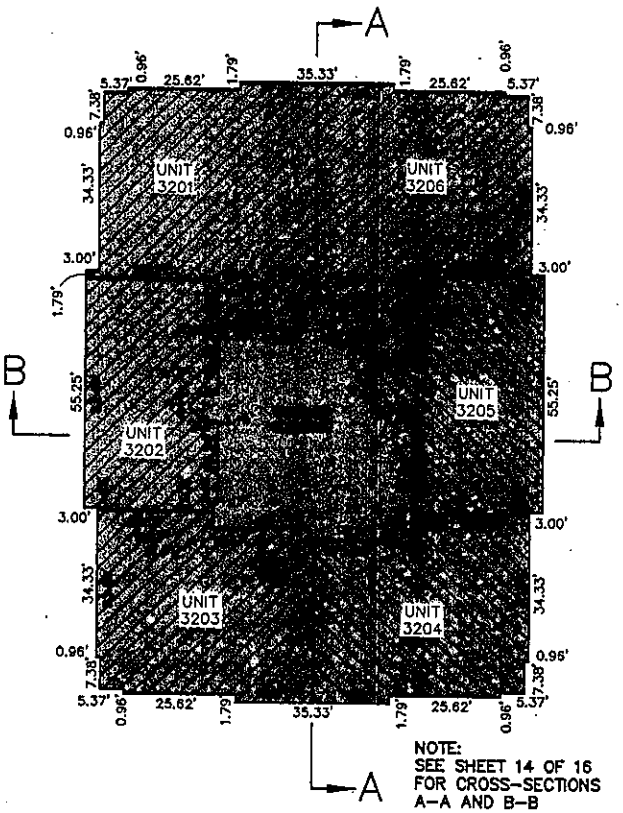
EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200608200092866)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

MSA, P.C.
ENVIRONMENTAL SCIENCES • GEOSCIENCES • PLANNING • SURVEYING • ENGINEERING • LANDSCAPE ARCHITECTURE
5033 ROUSE DRIVE, VIRGINIA BEACH, VA 23462
757-490-9264 (OFC) 757-490-0634 (FAX)
www.msaonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

20' 0' 20' 40'
GRAPHIC SCALE
1" = 20'

FB: N/A
DRWN. BY KCR
CHK'D. BY _____ DATE _____

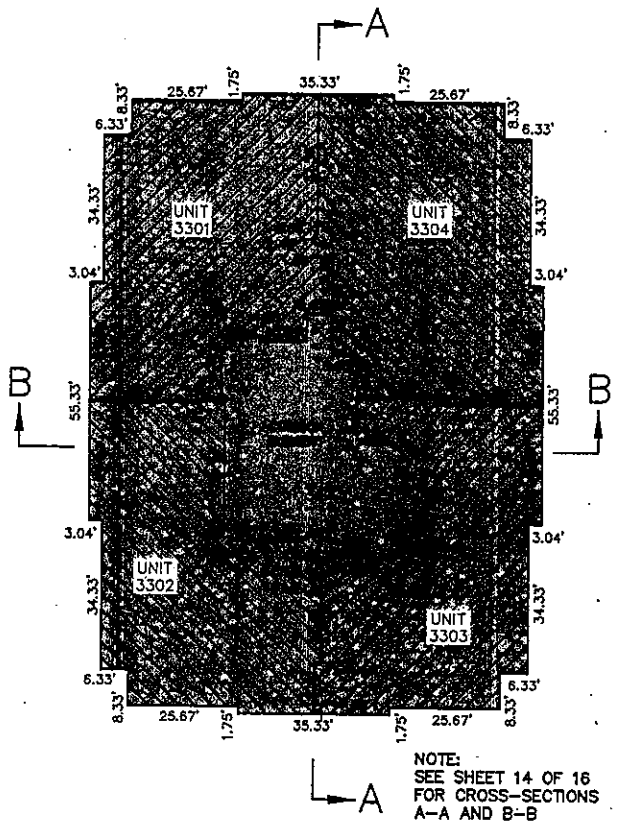
JOB #99161T
SHEET 8 OF 16



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

THIRTY SECOND FLOOR
(RESIDENTIAL UNIT)

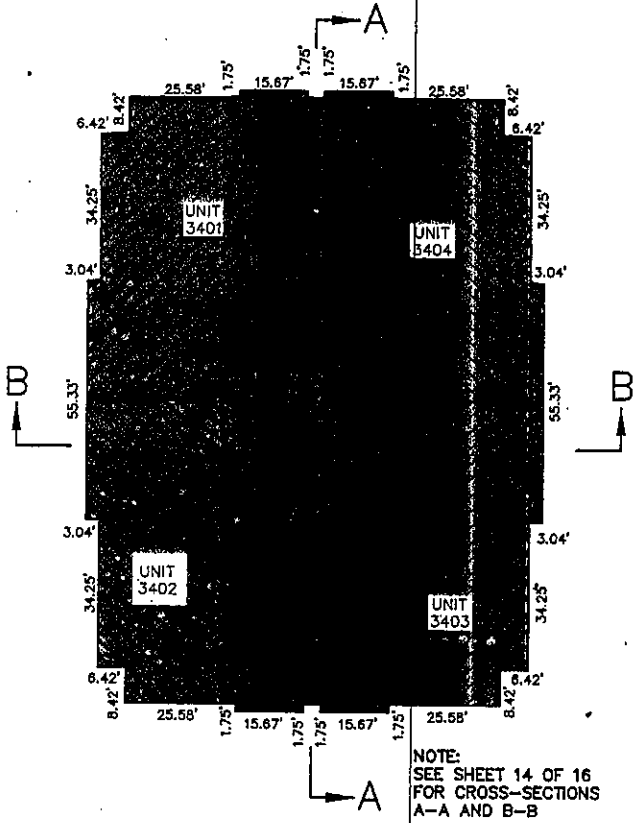
SCALE: 1" = 20'



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

THIRTY THIRD FLOOR
(RESIDENTIAL UNIT)

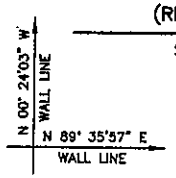
SCALE: 1" = 20'



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

THIRTY FOURTH FLOOR
(RESIDENTIAL UNIT)

SCALE: 1" = 20'



WALL ORIENTATION DETAIL

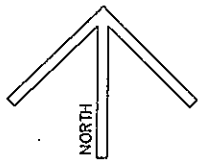
(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)

LEGEND

- SUBMITTED LAND/ COMMON ELEMENT
- SUBMITTED LAND/ RESIDENTIAL DWELLING UNIT

NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.



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SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY L. VERRETHER
Lic. No. 2905
11-26-07
LAND SURVEYOR

FB: N/A
DRWN. BY KCR
CHK'D. BY _____ DATE _____

EXHIBIT B
CONDOMINIUM PLAT
OF

TOWN CENTER RESIDENTIAL CONDOMINIUM 7

TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200606200092866)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

MSA, P.C.
ENVIRONMENTAL SCIENCES • GEOSCIENCES • PLANNING • SURVEYING • ENGINEERING • LANDSCAPE ARCHITECTURE
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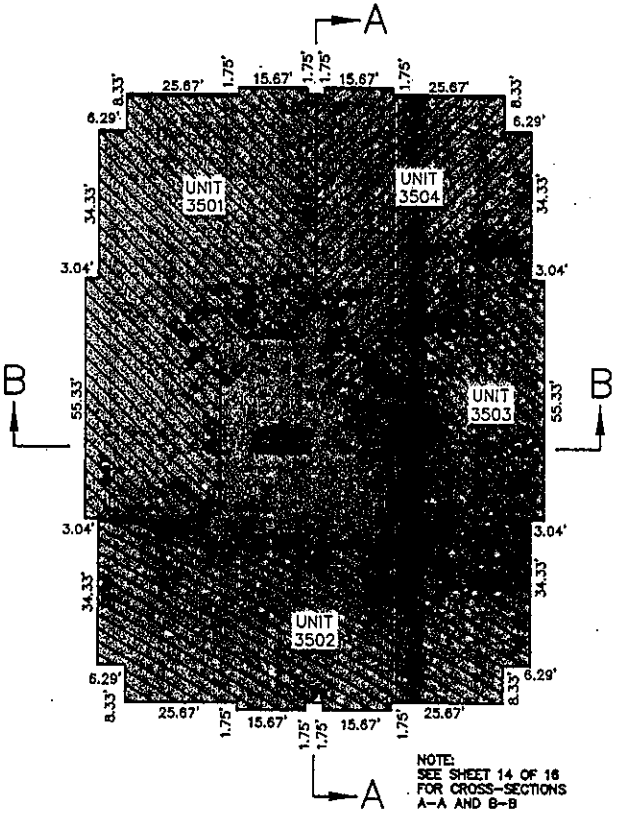
757-490-9264 (OFC) 757-490-0634 (FAX)
www.msainc.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

20' 0' 20' 40'
GRAPHIC SCALE
1" = 20'

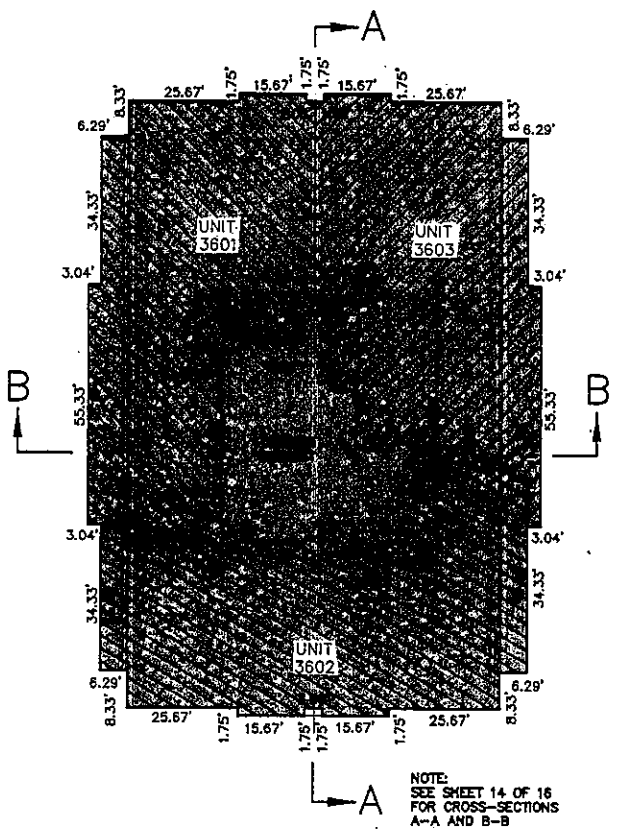
JOB #99161T
SHEET 9 OF 16



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

THIRTY FIFTH FLOOR
(RESIDENTIAL UNIT)

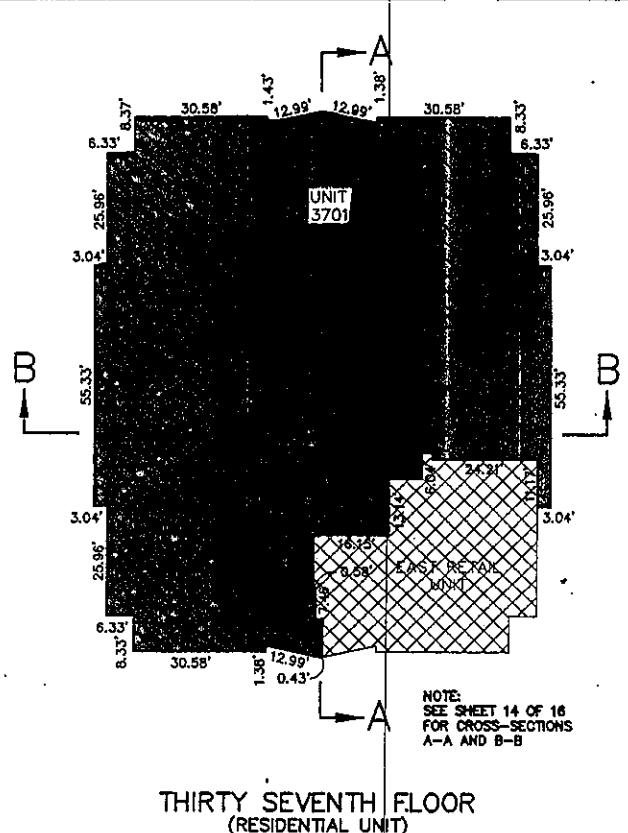
SCALE: 1" = 20'



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

THIRTY SIXTH FLOOR
(RESIDENTIAL UNIT)

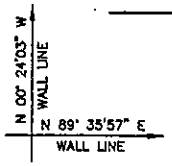
SCALE: 1" = 20'



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

THIRTY SEVENTH FLOOR
(RESIDENTIAL UNIT)

SCALE: 1" = 20'



WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)

LEGEND

- SUBMITTED LAND/ COMMON ELEMENT
- SUBMITTED LAND/ RESIDENTIAL DWELLING UNIT

NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.

FB: N/A
DRWN. BY KCR
CHK'D. BY _____ DATE _____

THE UNDERSIGNED CERTIFIES THAT THESE PLATS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.58.A OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS AND LIMITED COMMON ELEMENTS DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY J. HERRETHER
Lic. No. 2366
11-26-07
LAND SURVEYOR

EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200606200092866)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

MSA, P.C.
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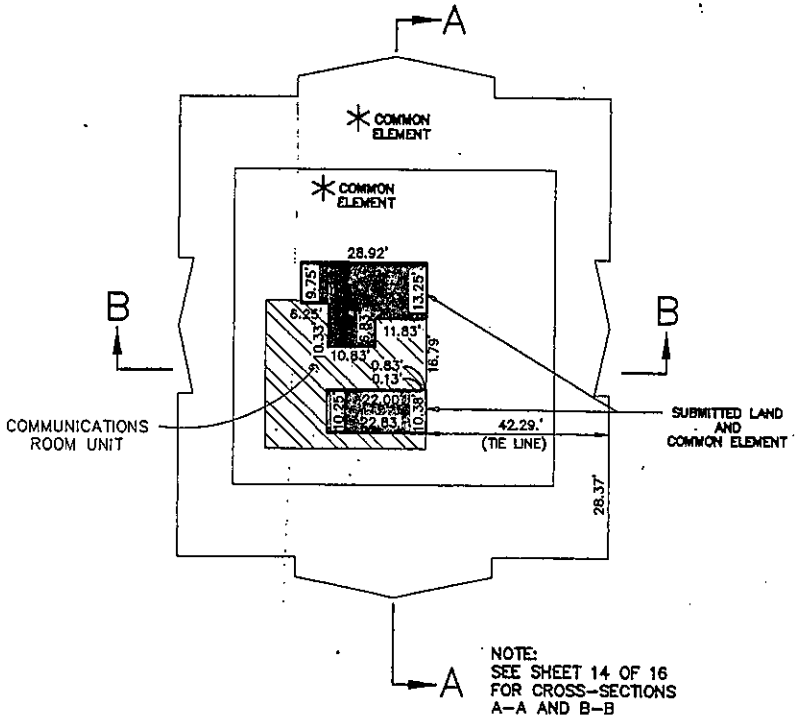
757-490-9264 (OFC) 757-490-0634 (FAX)
www.msabeach.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

20' 0' 20' 40'
GRAPHIC SCALE
1" = 20'

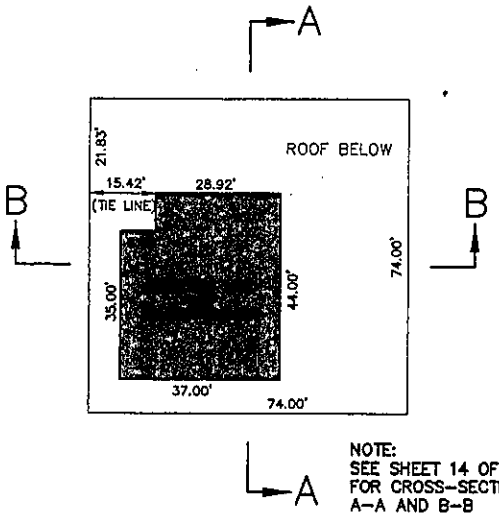
JOB #99161T
SHEET 10 OF 16



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

THIRTY-EIGHTH FLOOR

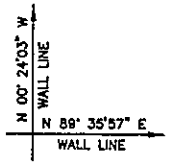
SCALE: 1" = 20'



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

THIRTY-NINTH FLOOR
(ELEVATOR MACHINE ROOM-EMR)

SCALE: 1" = 20'



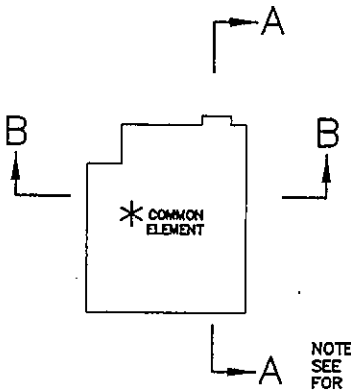
WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)

LEGEND

SUBMITTED LAND/ COMMON ELEMENT

"*" DENOTES COMMON ELEMENT (TO THE EXTENT OF COMMON ELEMENT INTEREST OF RESIDENTIAL UNIT IN TOWN CENTER CONDOMINIUM 7)



NOTE:
SEE SHEET 14 OF 16
FOR CROSS-SECTIONS
A-A AND B-B

EMR ROOF

SCALE: 1" = 20'

NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.

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SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
STUART W. METHENA
Lic. No. 2308
11-20-07
LAND SURVEYOR

EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200606200092868)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

MSA, P.C.
ENVIRONMENTAL SCIENCES • GEOSCIENCES • PLANNING • SURVEYING • ENGINEERING • LANDSCAPE ARCHITECTURE
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www.msaonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

20' 0' 20' 40'

GRAPHIC SCALE
1" = 20'

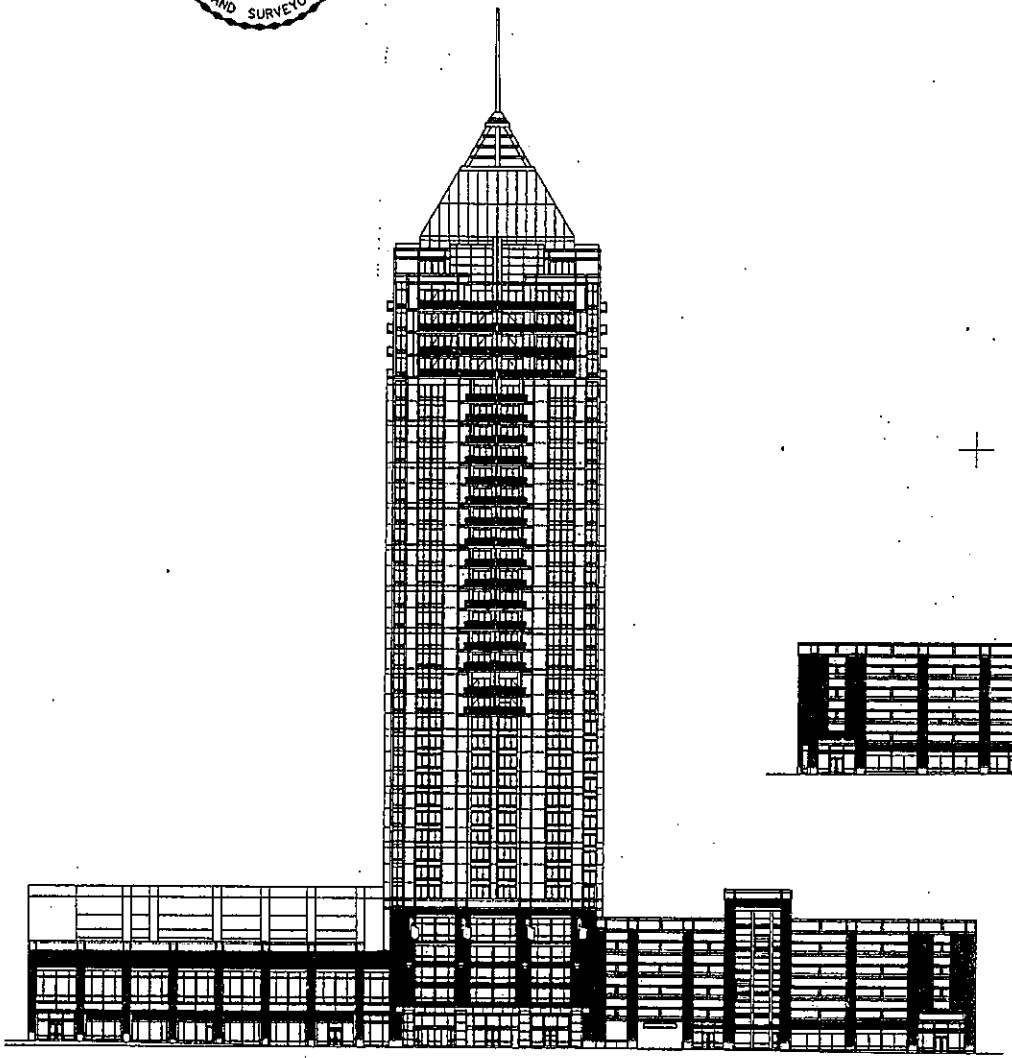
FB: N/A
DRWN. BY KCR
CHK'D. BY _____ DATE _____

JOB #99161T
SHEET 11 OF 16

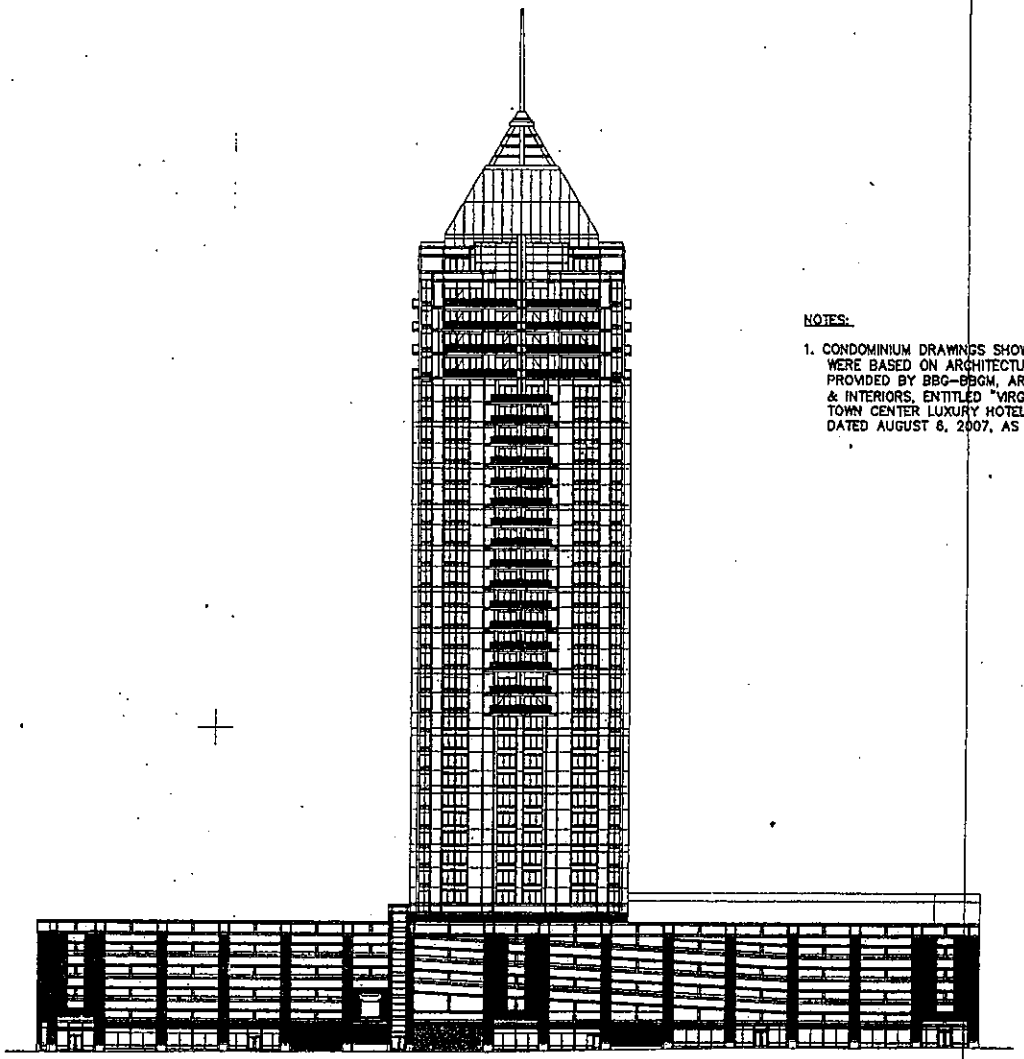
THE UNDERSIGNED CERTIFIES THAT THESE PLATS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.58.A OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS AND LIMITED COMMON ELEMENTS DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED:_____ DATED:_____

COMMONWEALTH OF VIRGINIA
JEFFREY J. VERRETTA
Lic. No. 2306
11-26-07
LAND SURVEYOR



NORTH ELEVATION
NOT TO SCALE



SOUTH ELEVATION
NOT TO SCALE

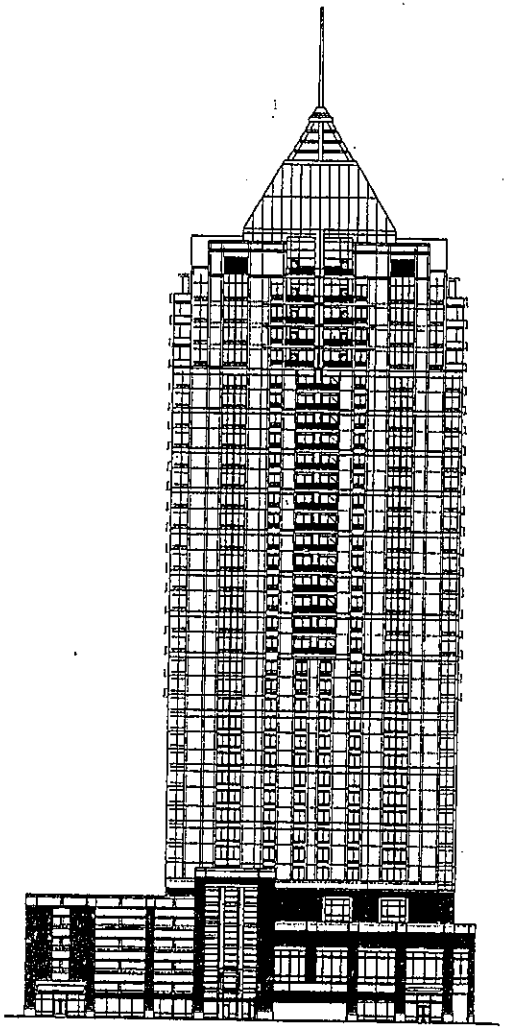
NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.

EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200606200092866)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

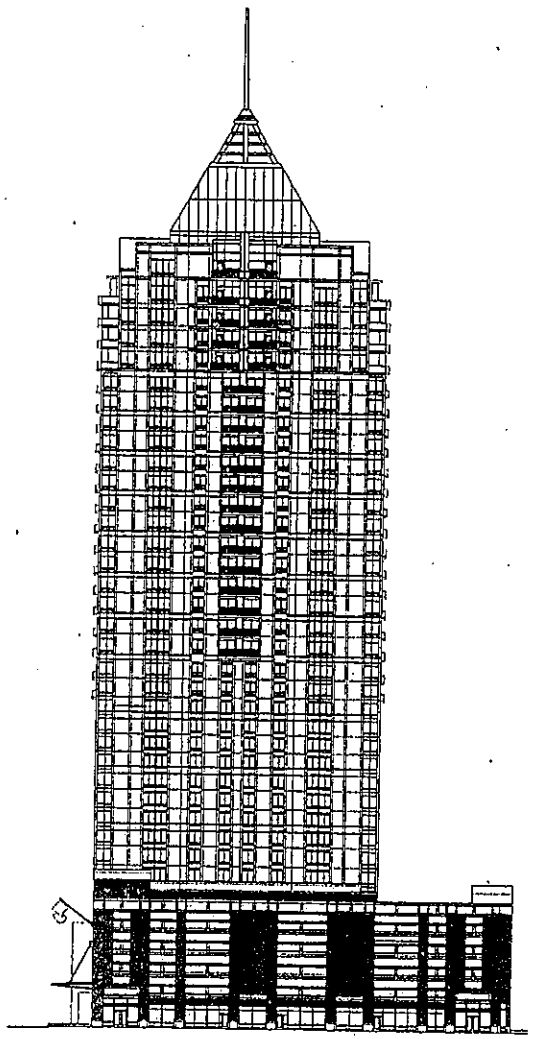
MSA, P.C.
ENVIRONMENTAL SCIENCES • GEOSCIENCES • PLANNING • SURVEYING • ENGINEERING • LANDSCAPE ARCHITECTURE
5033 ROUSE DRIVE, VIRGINIA BEACH, VA 23462
757-490-9264 (OFC) 757-490-0634 (FAX)
www.msaonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

FB: N/A
DRWN. BY KCR
CHK'D. BY _____ DATE _____



EAST ELEVATION

NOT TO SCALE



WEST ELEVATION

NOT TO SCALE

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SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY J. MCKEITHEN
Lic. No. 2308
11-26-07
LAND SURVEYOR

NOTES:

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EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 20050520009286)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

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www.msaonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

N/A
N. BY KCR
D. BY _____ DATE _____

EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200606200092666)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

THE UNDERSIGNED CERTIFIES THAT THESE PLATS ARE ACCURATE AND COMPLY WITH THE PROVISIONS OF SECTION 55-79.58,A OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND THAT ALL UNITS AND LIMITED COMMON ELEMENTS DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

SIGNED:_____ DATED:_____

COMMONWEALTH OF VIRGINIA
JEFFREY C. VERRETHER
Lic. No. 2306
11-26-07
LAND SURVEYOR

MSA, P.C.
ENVIRONMENTAL SCIENCES • GEOSCIENCES • PLANNING • SURVEYING • ENGINEERING • LANDSCAPE ARCHITECTURE
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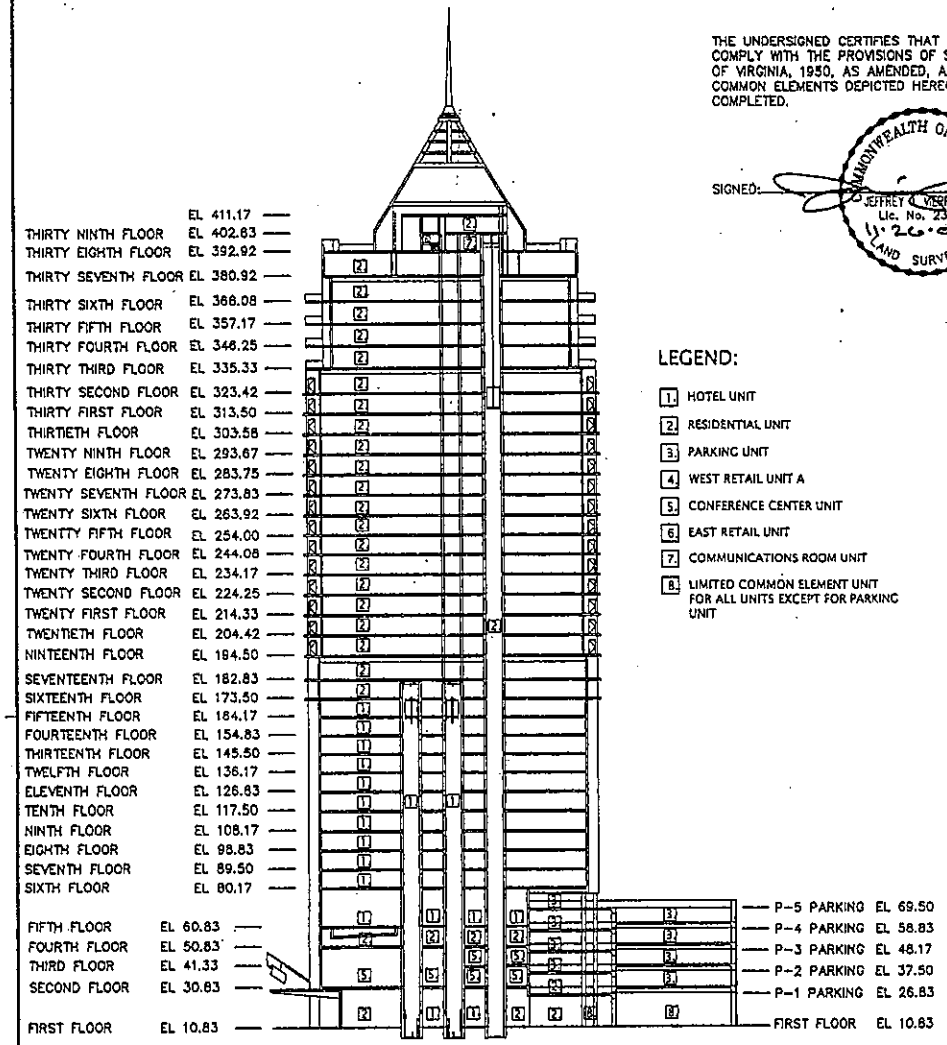
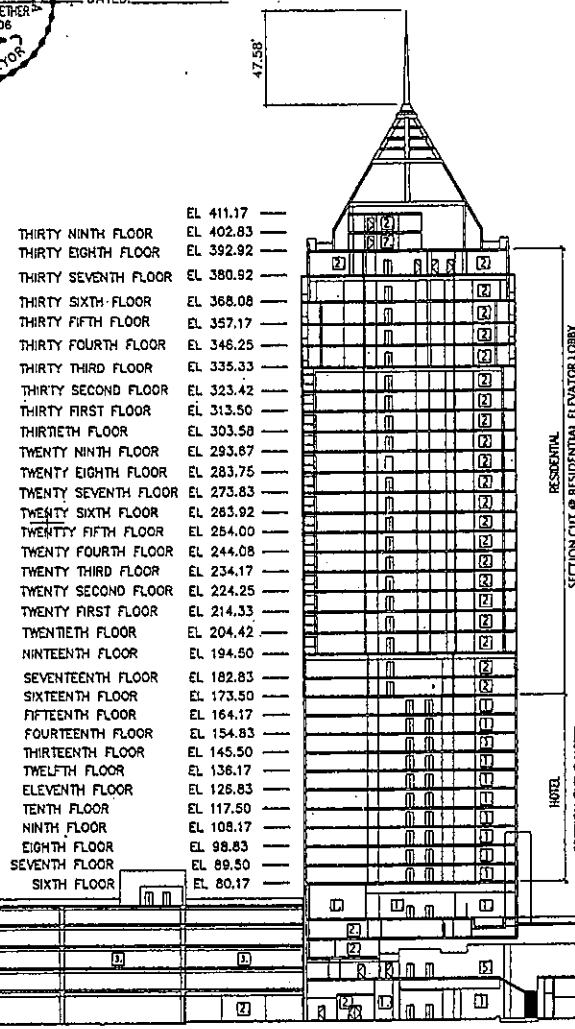
757-490-9264 (OFC) 757-490-0634 (FAX)
www.seaonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

LEGEND:

1. HOTEL UNIT
2. RESIDENTIAL UNIT
3. PARKING UNIT
4. WEST RETAIL UNIT A
5. CONFERENCE CENTER UNIT
6. EAST RETAIL UNIT
7. COMMUNICATIONS ROOM UNIT
8. LIMITED COMMON ELEMENT UNIT FOR ALL UNITS EXCEPT FOR PARKING UNIT



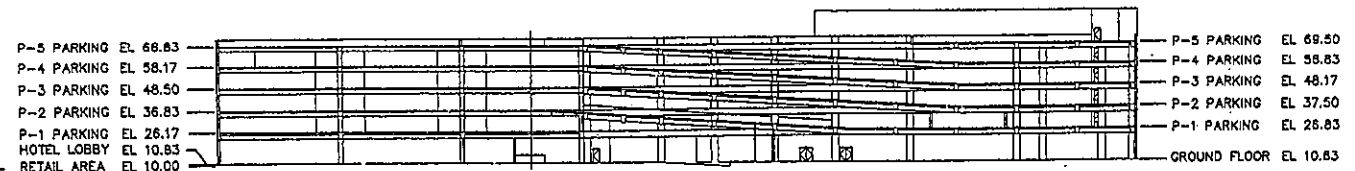
WEST SECTION A-A
NOT TO SCALE



SOUTH SECTION B-B
NOT TO SCALE

NOTES:

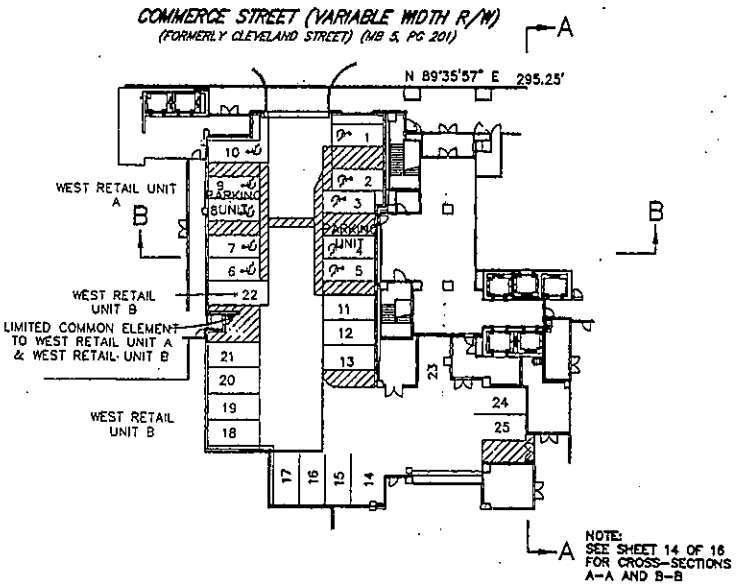
1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.



SOUTH ELEVATION
NOT TO SCALE

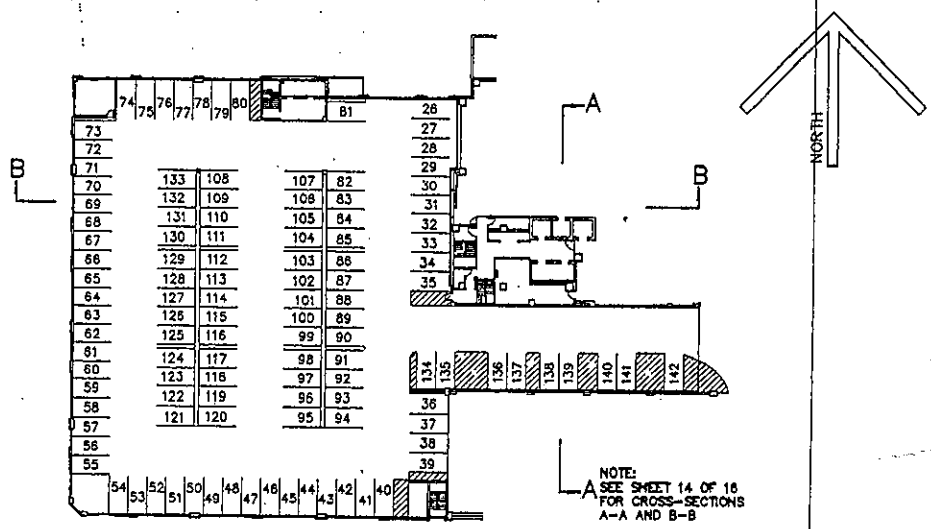
FB: N/A
DRWN. BY KCR
CHK'D. BY _____ DATE _____

JOB #99161T
SHEET 14 OF 16



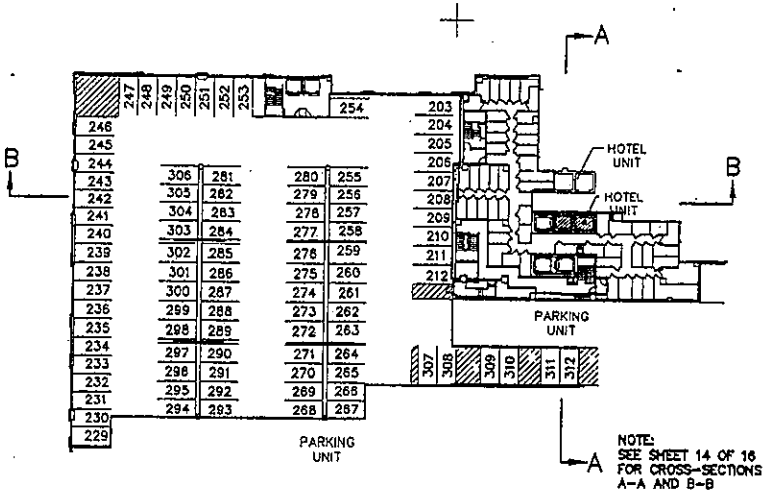
GROUND FLOOR PARKING

SCALE: 1" = 30'



SECOND FLOOR PARKING
(P-1 PARKING)

SCALE: 1" = 40'

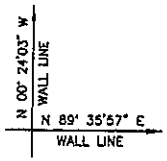


THIRD FLOOR PARKING
(P-2 PARKING)

SCALE: 1" = 40'

LEGEND

118 PARKING SPACE NUMBER



WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)

NOTES:

1. CONDOMINIUM DRAWINGS SHOWN HEREON WERE BASED ON ARCHITECTURAL PLANS PROVIDED BY BBG-BBGM, ARCHITECTS & INTERIORS, ENTITLED "VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES, DATED AUGUST 6, 2007, AS AMENDED.

CS 345, PG. 44-45
FB: CS 335, PG. 67
DRWN. BY KCR
CHK'D. BY _____ DATE _____

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SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY J. KERRETHER
Lic. No. 2308
11-20-07
LAND SURVEYOR

EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
(INST. NO. 200605200092868)
VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

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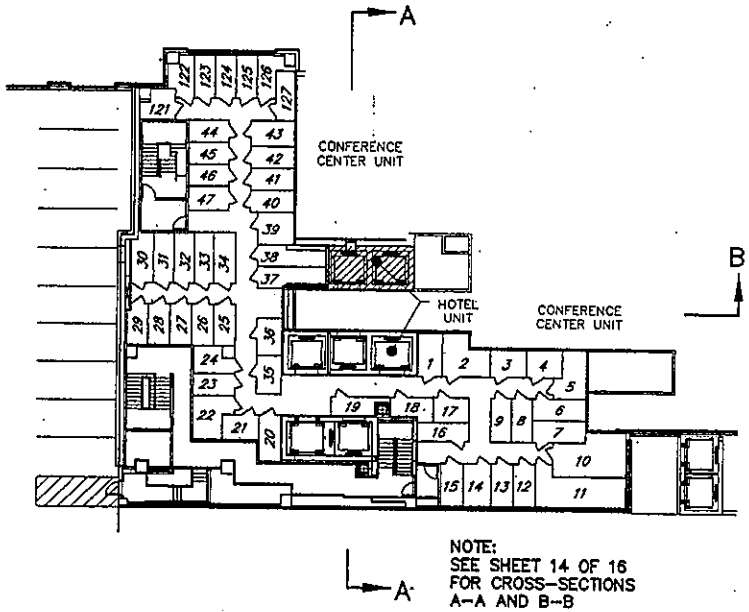
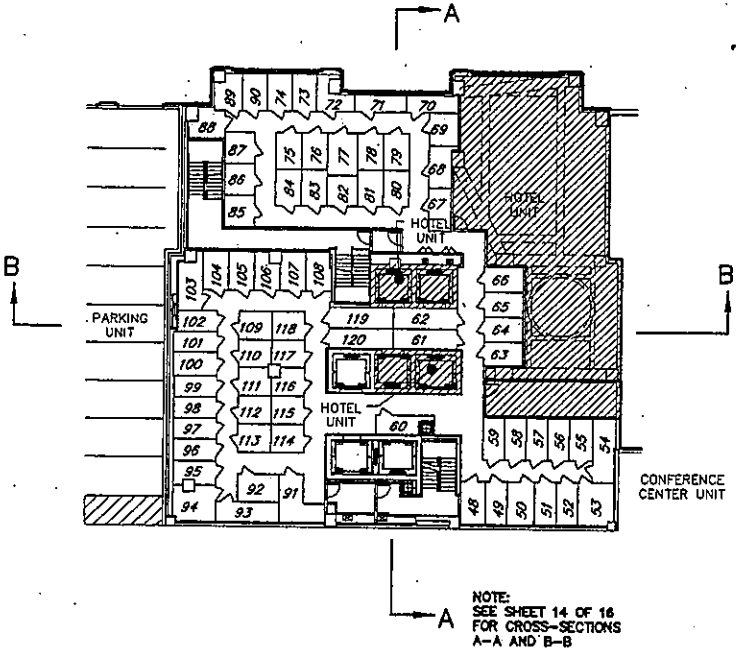
www.msaonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

25' 0' 25' 50'
GRAPHIC SCALE
1" = 25'



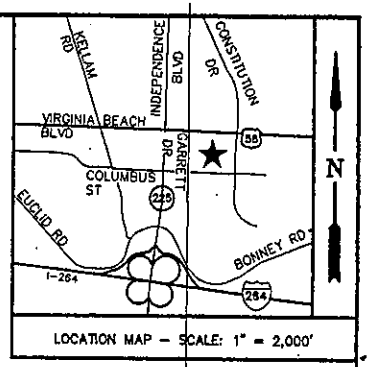
THIRD FLOOR STORAGE UNITS
(P-2 PARKING)

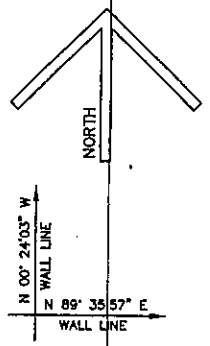
SCALE: 1" = 20'



FOURTH FLOOR STORAGE UNITS
(P-3 PARKING)

SCALE: 1" = 20'





WALL ORIENTATION DETAIL

(ALL BUILDING WALLS ARE ASSUMED TO INTERSECT AT 90 DEGREES UNLESS OTHERWISE NOTED)

UNIT	GPIN
1601	1477-44-7510-4001
1602	1477-44-7510-4002
1603	1477-44-7510-4003
1604	1477-44-7510-4004
1605	1477-44-7510-4005
1606	1477-44-7510-4006
1607	1477-44-7510-4007
1608	1477-44-7510-4008
1609	1477-44-7510-4009
1610	1477-44-7510-4010
1611	1477-44-7510-4011
1612	1477-44-7510-4012
1701	1477-44-7510-4013
1702	1477-44-7510-4014
1703	1477-44-7510-4015
1704	1477-44-7510-4016
1705	1477-44-7510-4017
1706	1477-44-7510-4018
1707	1477-44-7510-4019
1708	1477-44-7510-4020
1901	1477-44-7510-4021
1902	1477-44-7510-4022
1903	1477-44-7510-4023
1904	1477-44-7510-4024
1905	1477-44-7510-4025
1906	1477-44-7510-4026
2001	1477-44-7510-4027
2002	1477-44-7510-4028
2003	1477-44-7510-4029
2004	1477-44-7510-4030
2005	1477-44-7510-4031
2006	1477-44-7510-4032
2101	1477-44-7510-4033
2102	1477-44-7510-4034
2103	1477-44-7510-4035
2104	1477-44-7510-4036
2105	1477-44-7510-4037
2106	1477-44-7510-4038

UNIT	GPIN
2201	1477-44-7510-4039
2202	1477-44-7510-4040
2203	1477-44-7510-4041
2204	1477-44-7510-4042
2205	1477-44-7510-4043
2206	1477-44-7510-4044
2301	1477-44-7510-4045
2302	1477-44-7510-4046
2303	1477-44-7510-4047
2304	1477-44-7510-4048
2305	1477-44-7510-4049
2306	1477-44-7510-4050
2401	1477-44-7510-4051
2402	1477-44-7510-4052
2403	1477-44-7510-4053
2404	1477-44-7510-4054
2405	1477-44-7510-4055
2406	1477-44-7510-4056
2501	1477-44-7510-4057
2502	1477-44-7510-4058
2503	1477-44-7510-4059
2504	1477-44-7510-4060
2505	1477-44-7510-4061
2506	1477-44-7510-4062
2601	1477-44-7510-4063
2602	1477-44-7510-4064
2603	1477-44-7510-4065
2604	1477-44-7510-4066
2605	1477-44-7510-4067
2606	1477-44-7510-4068
2701	1477-44-7510-4069
2702	1477-44-7510-4070
2703	1477-44-7510-4071
2704	1477-44-7510-4072
2705	1477-44-7510-4073
2706	1477-44-7510-4074
2801	1477-44-7510-4075
2802	1477-44-7510-4076
2803	1477-44-7510-4077
2804	1477-44-7510-4078
2805	1477-44-7510-4079
2806	1477-44-7510-4080

UNIT	GPIN
2901	1477-44-7510-4081
2902	1477-44-7510-4082
2903	1477-44-7510-4083
2904	1477-44-7510-4084
2905	1477-44-7510-4085
2906	1477-44-7510-4086
3001	1477-44-7510-4087
3002	1477-44-7510-4088
3003	1477-44-7510-4089
3004	1477-44-7510-4090
3005	1477-44-7510-4091
3006	1477-44-7510-4092
3101	1477-44-7510-4093
3102	1477-44-7510-4094
3103	1477-44-7510-4095
3104	1477-44-7510-4096
3105	1477-44-7510-4097
3106	1477-44-7510-4098
3201	1477-44-7510-4099
3202	1477-44-7510-4100
3403	1477-44-7510-4111
3404	1477-44-7510-4112
3501	1477-44-7510-4113
3502	1477-44-7510-4114
3503	1477-44-7510-4115
3504	1477-44-7510-4116
3601	1477-44-7510-4117
3602	1477-44-7510-4118
3603	1477-44-7510-4119
3701	1477-44-7510-4120

LEGEND

44 STORAGE SPACE NUMBER

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SIGNED: _____ DATED: _____

COMMONWEALTH OF VIRGINIA
JEFFREY J. MEREITHER
Lic. No. 2306
11-26-07
LAND SURVEYOR

NOTES:

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EXHIBIT B
CONDOMINIUM PLAT
OF
TOWN CENTER RESIDENTIAL CONDOMINIUM 7
TOWN CENTER, BLOCK 7
LOCATED AT
"THE TOWN CENTER"
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VIRGINIA BEACH, VIRGINIA OCTOBER 29, 2007

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www.masonline.com
OFFICES IN VIRGINIA BEACH & VIRGINIA'S EASTERN SHORE

20' 0' 20' 40'

GRAPHIC SCALE
1" = 20'

CS 345, PG. 44-45
FB:
DRWN. BY KCR
CHK'D. BY _____ DATE _____

JOB #99161T
SHEET 15 OF 16

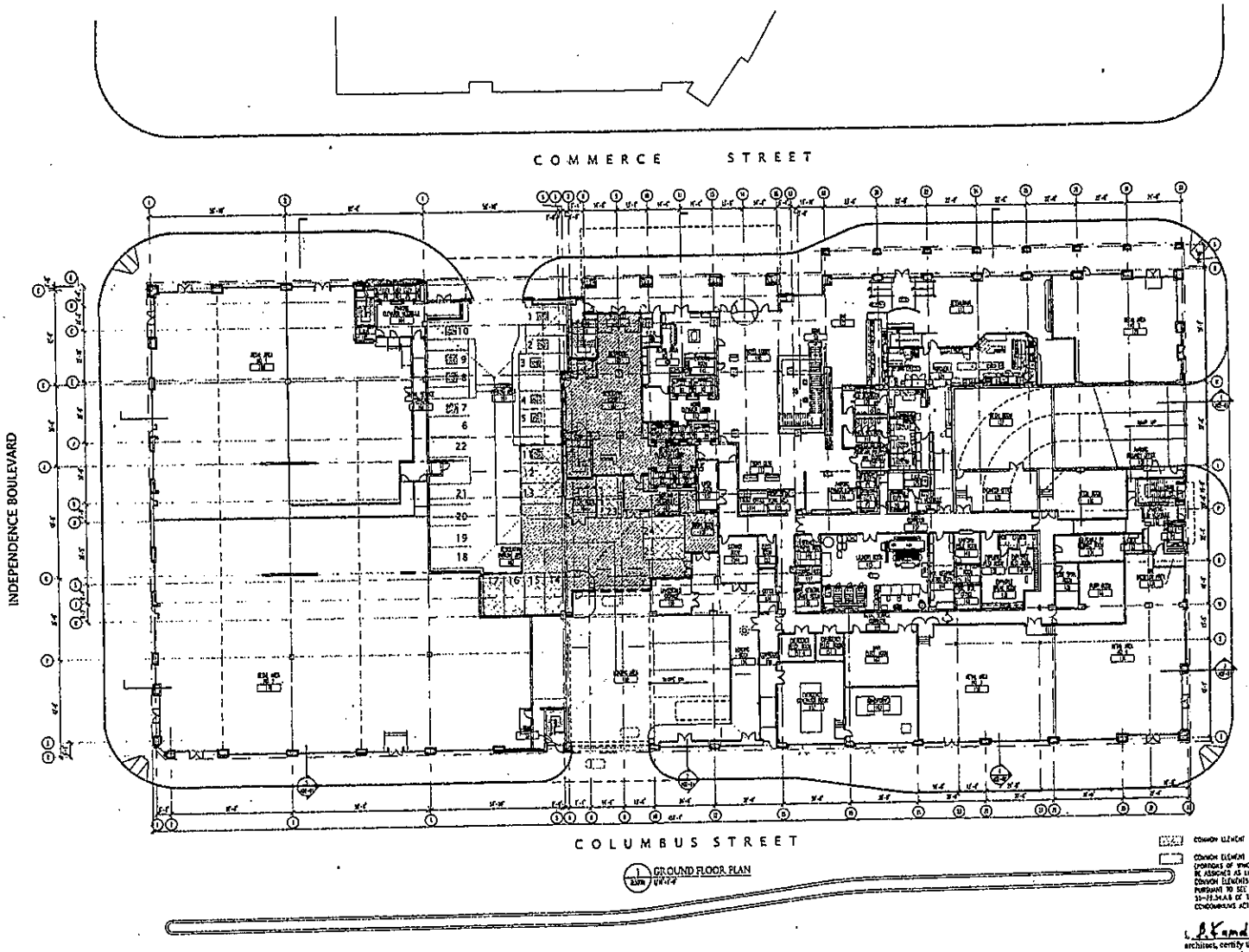


EXHIBIT C - TOWN CENTER RESIDENTIAL CONDOMINIUM 7, VIRGINIA BEACH, VIRGINIA

I, B. Kandi, a licensed architect, certify that these plans are accurate and comply with the provisions of Section 55-79.58.D. of the Code of Virginia and all units and limited common elements depicted hereon have been substantially completed.

BBG|BBG|M

VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES

OWNER/DEVELOPER

Armada Hoffler
222 Central Park Avenue
Suite 2100
Virginia Beach, VA 23462
Tel 757.366-4000

CONSULTANTS

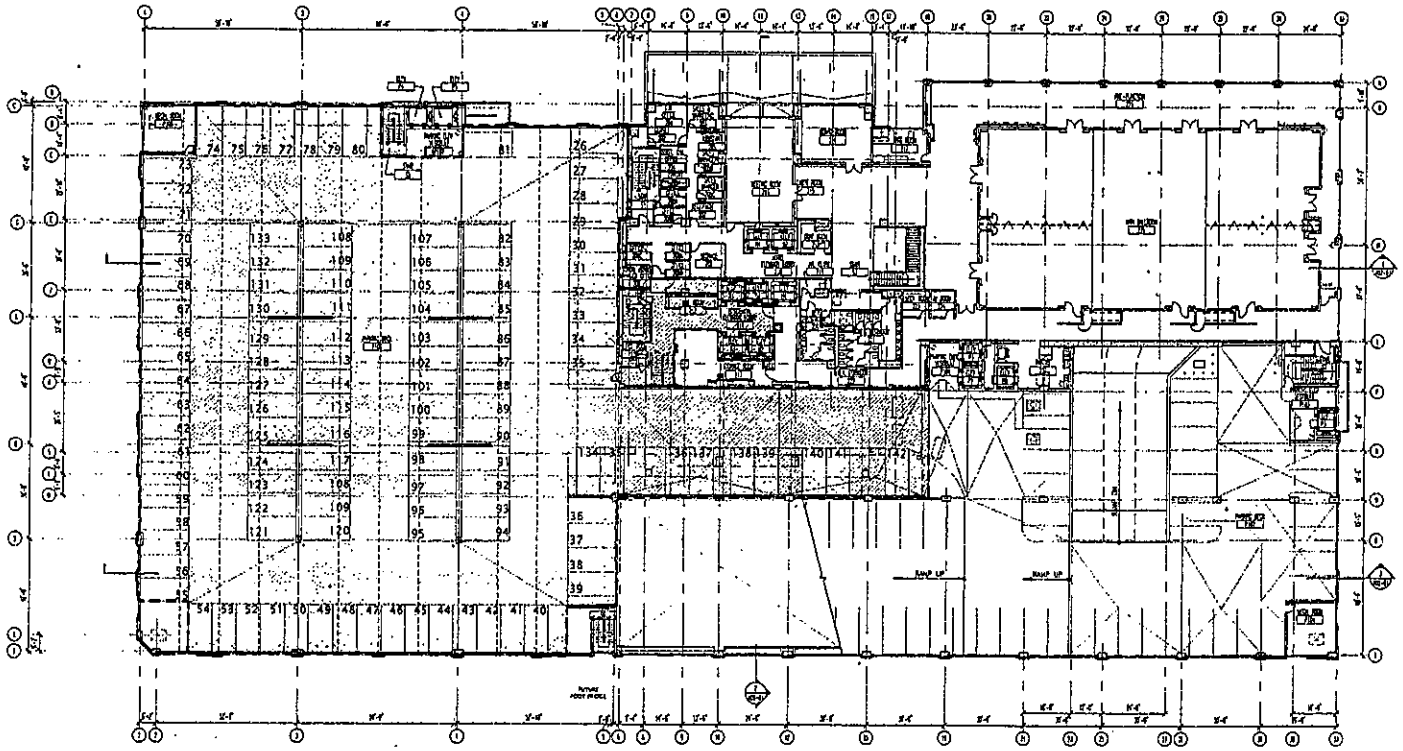
ISSUES

SHEET NAME

SHEET NUMBER

RES0001

BRENNAN BEER GORMAN MONK / ARCHITECTS & INTERIORS



1 2ND FLOOR, P-1 PARKING PLAN

EXHIBIT C - TOWN CENTER RESIDENTIAL CONDOMINIUM 7, VIRGINIA BEACH, VIRGINIA

COMMON ELEMENT

COMMON ELEMENT (PORTIONS OF WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS PURSUANT TO SEC. 55-79.54.A.6 OF THE CONDOMINIUM ACT)

I, D Kamal, a licensed architect, certify that these plans are accurate and comply with the provisions of Section 55-79.58.B. of the Code of Virginia and all units and limited common elements depicted hereon have been substantially completed.

BBG | BBGM

WASHINGTON, DC | NEW YORK | SHANGHAI | BEIJING | SYDNEY

VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES

OWNER/DEVELOPER

CONSULTANTS

DAHRAM KAMAL, LICENSED ARCHITECT, COMMONWEALTH OF VIRGINIA

REVISIONS

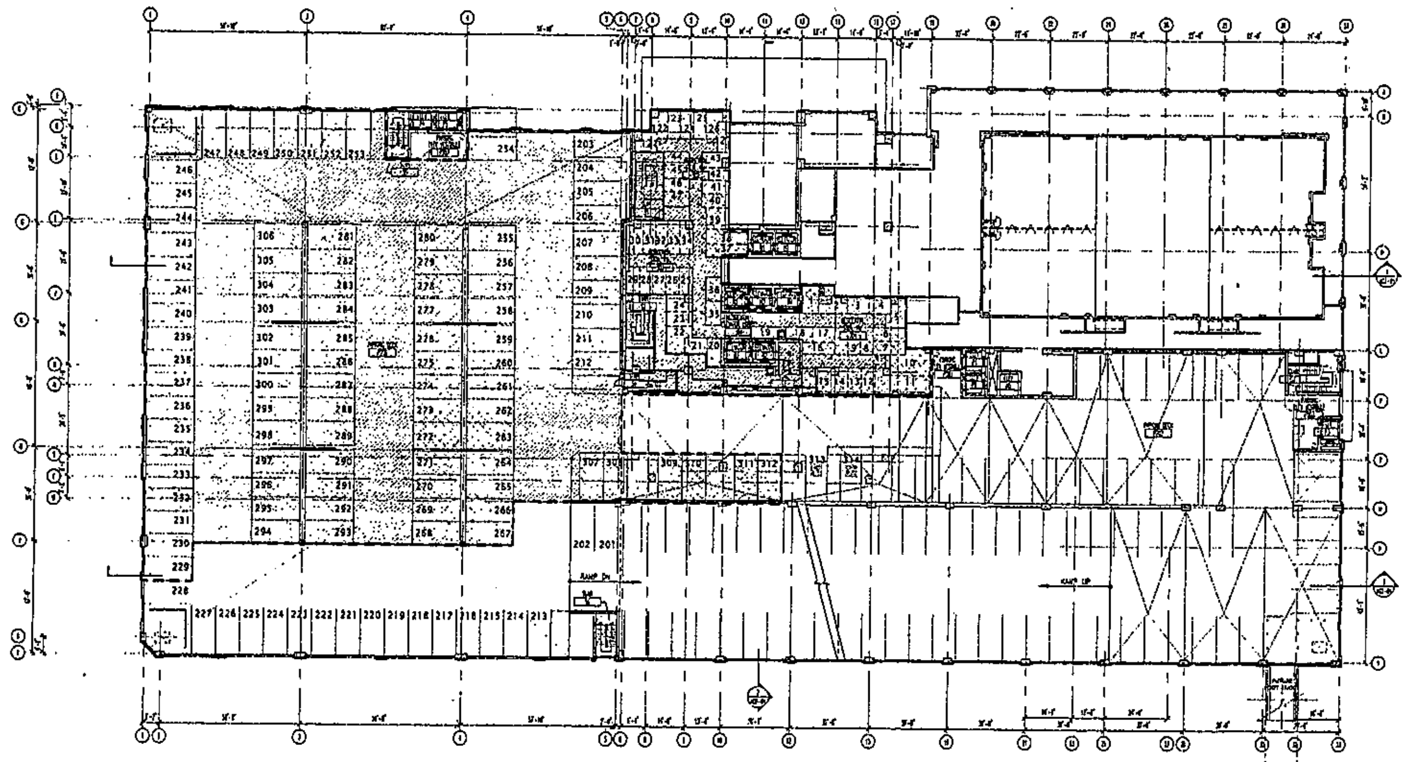
FILE INFORMATION

SHEET NAME

SHEET NUMBER

RES0002

BRENNAN BEER GORMAN MONK / ARCHITECTS & INTERIORS



1 3RD FLOOR, P-2 PARKING PLAN

COMMON ELEMENT

COMMON ELEMENTS (PORTIONS OF WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS PURSUANT TO SEC 55-79.34A.6 OF THE CONDOMINIUM ACT)

EXHIBIT C - TOWN CENTER RESIDENTIAL CONDOMINIUM 7, VIRGINIA BEACH, VIRGINIA

I, B Kamali, a licensed architect, certify that these plans are accurate and comply with the provisions of Section 55-79.58.B. of the Code of Virginia and all units and limited common elements depicted hereon have been substantially completed.

BBG BBGM

VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES

OWNER/DEVELOPER
Armada Hoffler
222 Central Park Avenue
Suite 2100
Virginia Beach, VA 23462
Tel 757.366-4000

CONSULTANTS

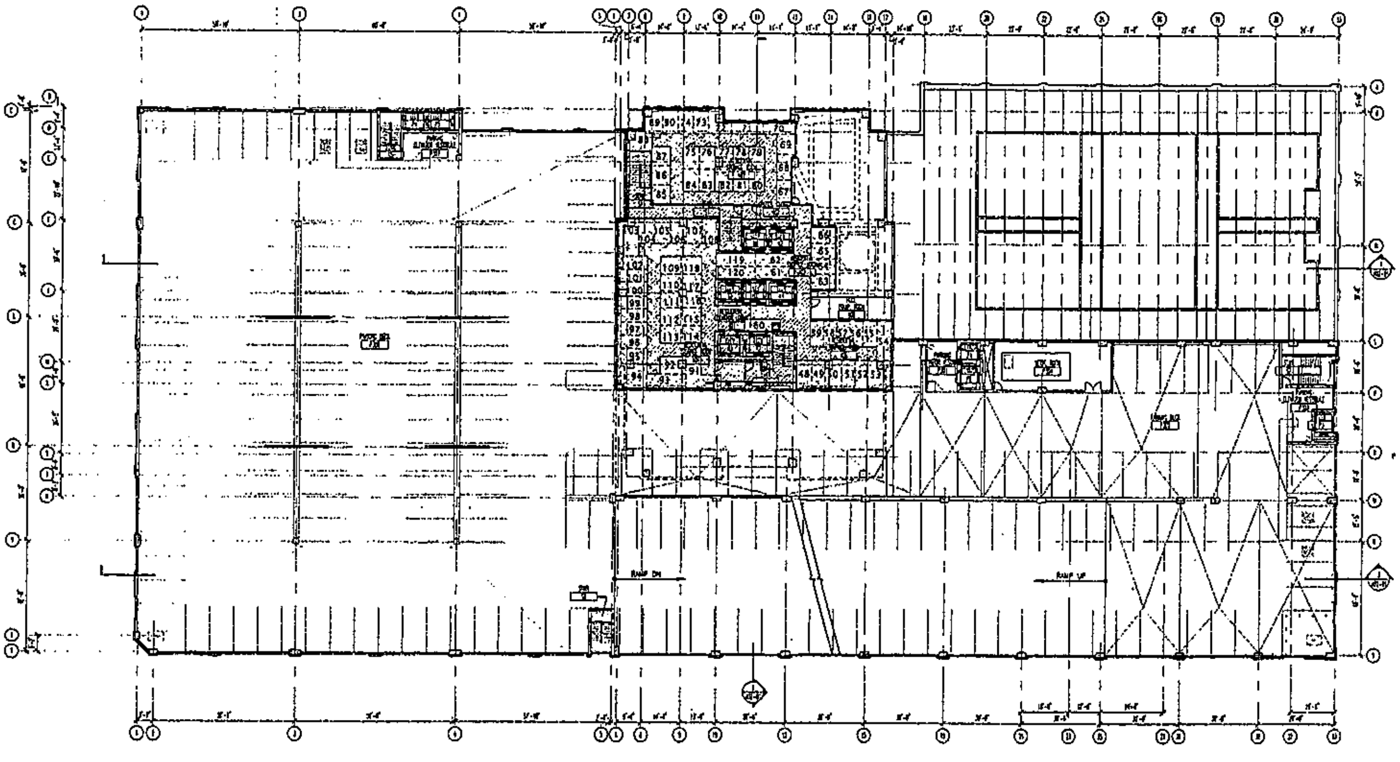
ISSUES

FILE INFORMATION

SHEET NAME

SHEET NUMBER
RES0003

BRENNAN BEER GORMAN MONK / ARCHITECTS & INTERIORS



4TH FLOOR, P-3 PARKING PLAN

EXHIBIT C - TOWN CENTER RESIDENTIAL CONDOMINIUM 7, VIRGINIA BEACH, VIRGINIA

COMMON ELEMENT

COMMON ELEMENT (PORTIONS OF WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS PURSUANT TO SEC 55-79.54.A.1 OF THE CONDOMINIUMS ACT)

I, B. Kamali, a licensed architect, certify that these plans are accurate and comply with the provisions of Section 55-79.58.B. of the Code of Virginia and all units and limited common elements depicted hereon have been substantially completed.

BBGBBGM

WASHINGTON, DC • NEW YORK • SCOTTSDALE

VIRGINIA BEACH TOWN CENTER LUXURY HOTEL & RESIDENCES

OWNER/DEVELOPER
Armada Hoffler
222 Central Park Avenue
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Tel 757.366.4000

CONSULTANTS

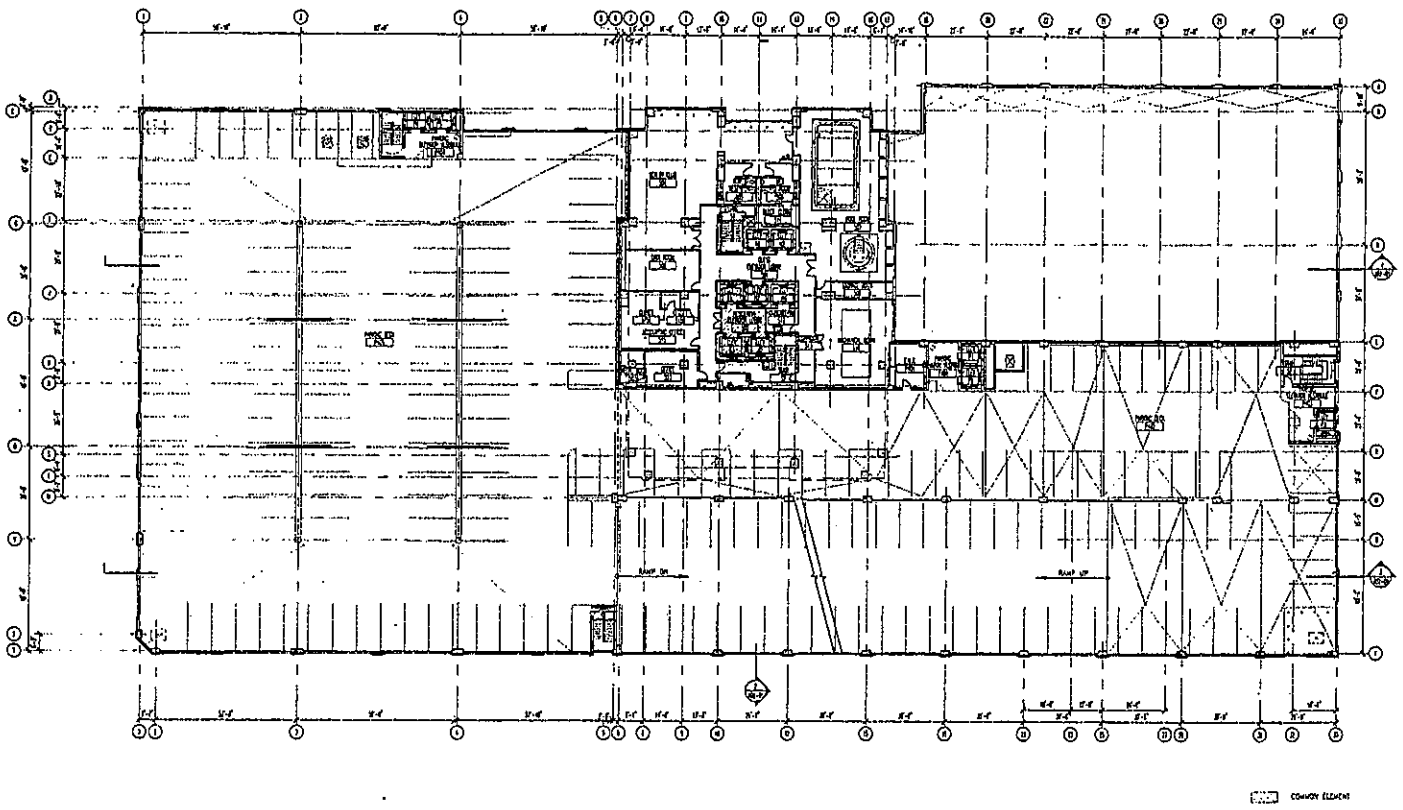
ISSUES

FILE INFORMATION

SHEET NAME

SHEET NUMBER
RES0004

BRENNAN BEER GORMAN MONK / ARCHITECTS & INTERIORS



5TH FLOOR, P-4 PARKING PLAN

EXHIBIT C - TOWN CENTER RESIDENTIAL CONDOMINIUM 7, VIRGINIA BEACH, VIRGINIA

I, B. Kandl, a licensed architect, certify that these plans are accurate and comply with the provisions of Section 55-79.58:8, of the Code of Virginia and all units and limited common elements depicted hereon have been substantially completed.

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CONSULTANTS

ISSUES

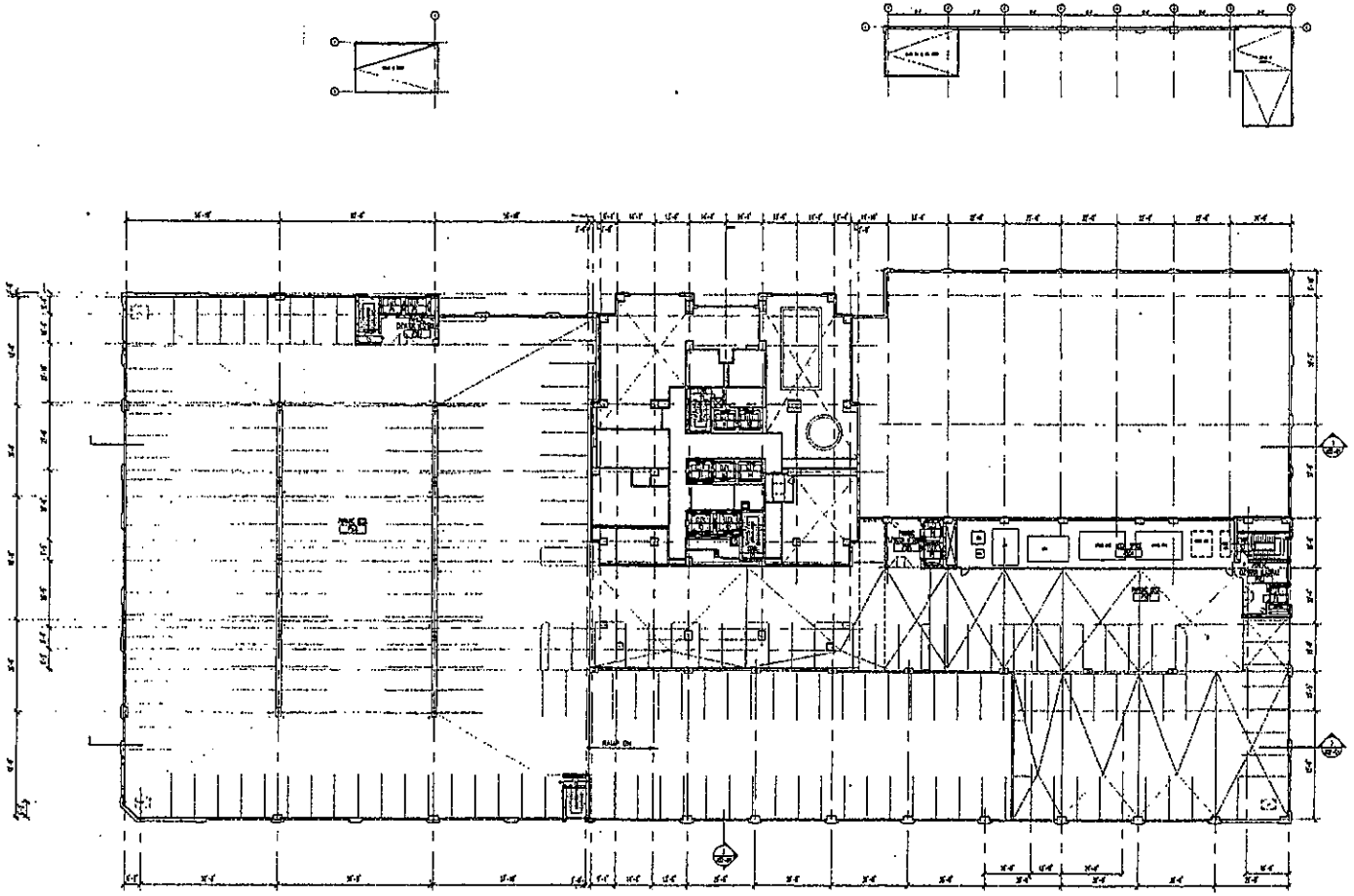
FILE INFORMATION

SHEET NAME

SHEET NUMBER

RES0005

BRENNAN BEER GORMAN MONK / ARCHITECTS & INTERIORS



P-3 PARKING PLAN

EXHIBIT C - TOWN CENTER RESIDENTIAL CONDOMINIUM 7, VIRGINIA BEACH, VIRGINIA

I, B. Kamali, a licensed architect, certify that these plans are accurate and comply with the provisions of Section 55-79.58.B. of the Code of Virginia and all units and limited common elements depicted hereon have been substantially completed.

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CONSULTANTS

COMMONWEALTH OF VIRGINIA
BAIRAM KAMALI
0401017173
REGISTERED ARCHITECT

ISSUES

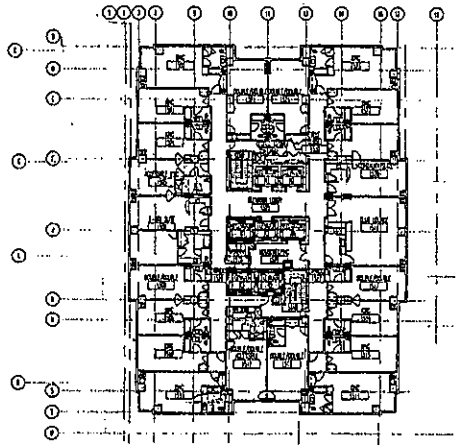
No.	Date	Description

FILE INFORMATION

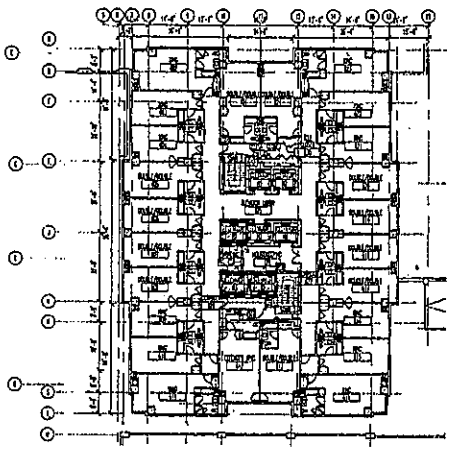
SHEET NAME
P-3 PARKING PLAN

SHEET NUMBER
RES0006

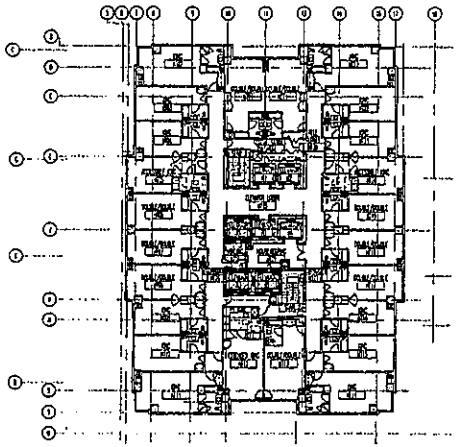
BRENNAN BEER GORMAN MONK / ARCHITECTS & INTERIORS



1 15TH FLOOR PLAN



1 6TH-10TH FLOOR PLAN



1 11TH-14TH FLOOR PLAN

EXHIBIT C - TOWN CENTER RESIDENTIAL CONDOMINIUM 7, VIRGINIA BEACH, VIRGINIA

COMMON ELEMENT

I, B Kenali, a licensed architect, certify that these plans are accurate and comply with the provisions of Section 55-79.58.B. of the Code of Virginia and all units and limited common elements depicted hereon have been substantially completed.

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CONSULTANTS

COMMONWEALTH OF VIRGINIA
REGISTERED
ARCHITECT

ISSUES

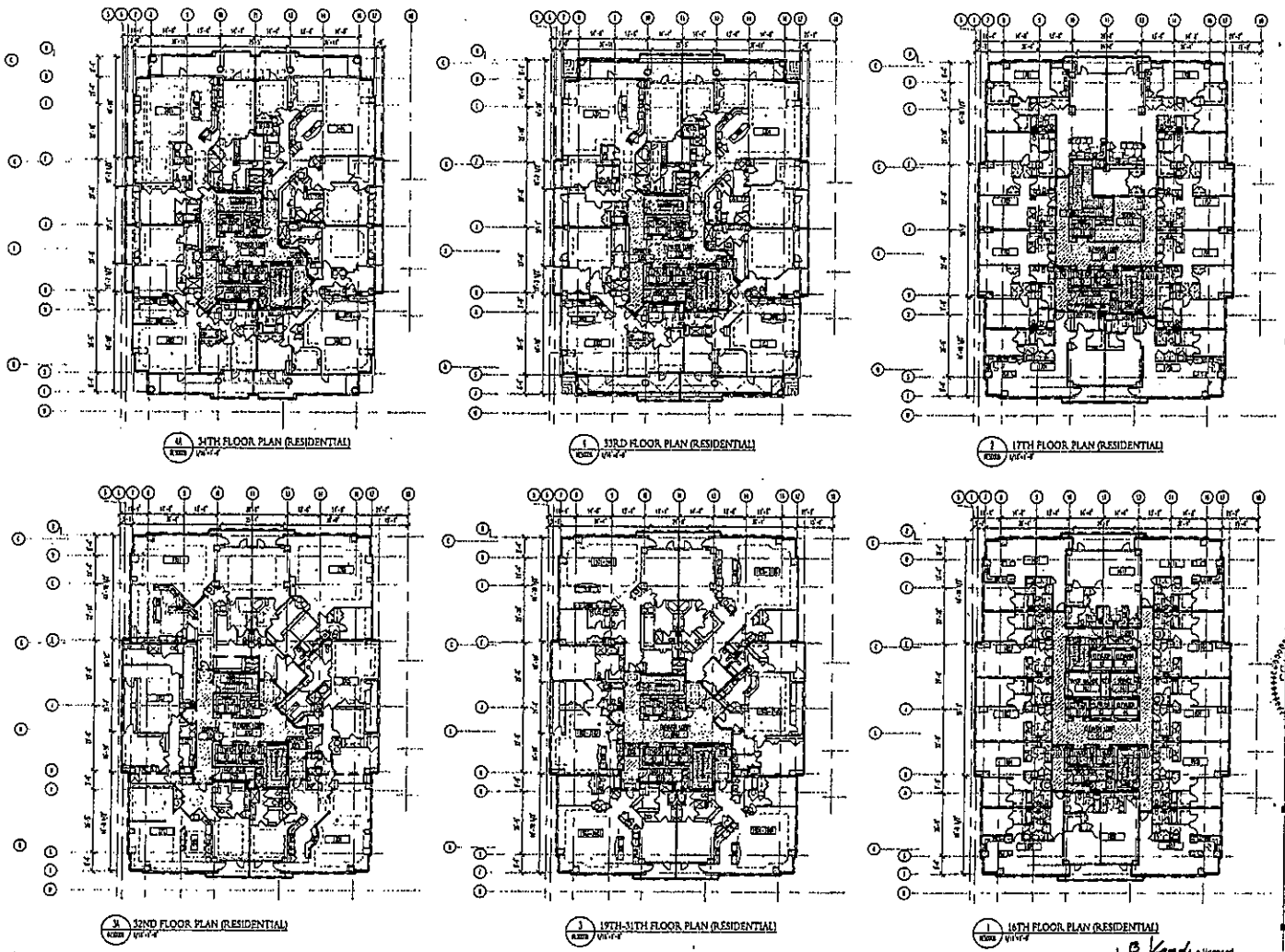
No.	Date	Revision

FILE INFORMATION

SHEET NAME
15TH-11TH FLOOR PLANS
6TH-10TH

SHEET NUMBER
RES0007

BRENNAN BEER GORMAN MONK / ARCHITECTS & INTERIORS



I, B. Kamali, a licensed architect, certify that these plans are accurate and comply with the provisions of Section 55-79.58.B. of the Code of Virginia and all units and limited common elements depicted hereon have been substantially completed.
EXCEPT FOR INTERIOR CONDOMINIUMS OF 16TH FLOOR THROUGH 51ST FLOOR WHICH ARE NOT YET COMPLETED.

EXHIBIT C - TOWN CENTER RESIDENTIAL CONDOMINIUM 7, VIRGINIA BEACH, VIRGINIA

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CONSULTANTS

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BAHMAN KAMALI
ARCHITECT

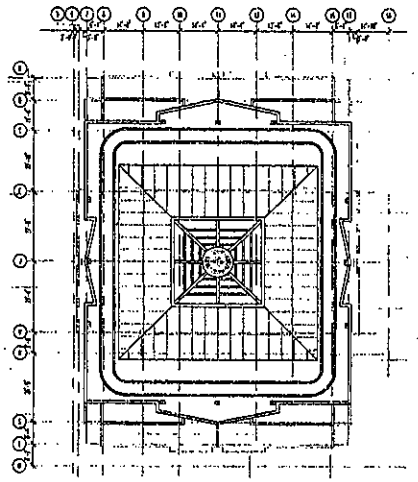
ISSUES

FILE INFORMATION

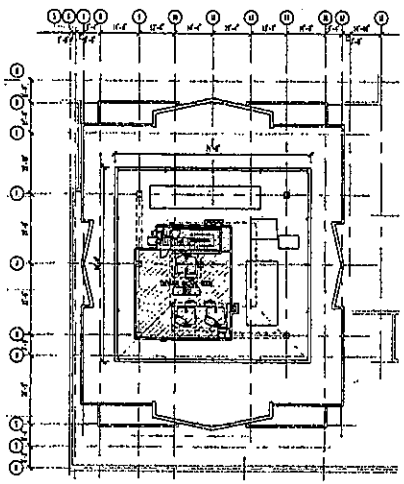
SHEET NAME
16TH-52ND FLOOR PLANS (RESIDENTIAL)

SHEET NUMBER
RES0008

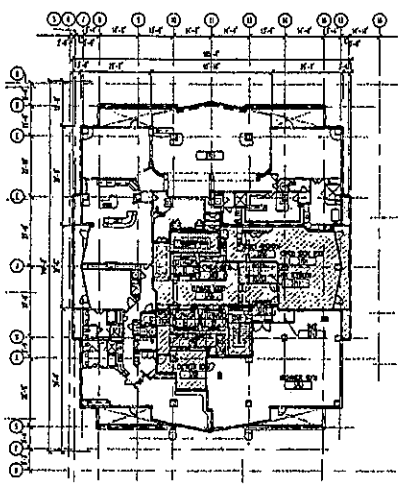
BRENNAN BEER GORMAN MONK / ARCHITECTS & INTERIORS



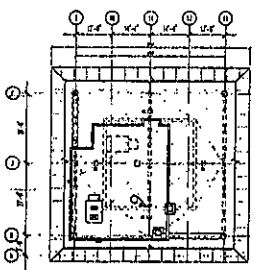
6 ROOF PLAN



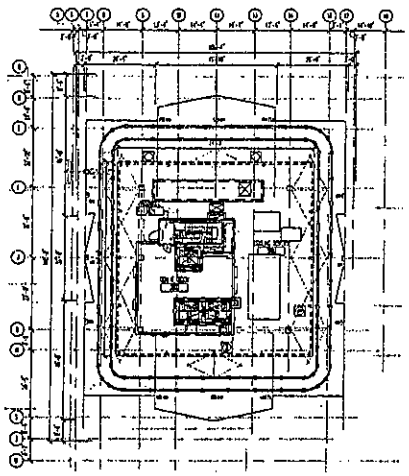
4 39TH FLOOR PLAN (EMR)



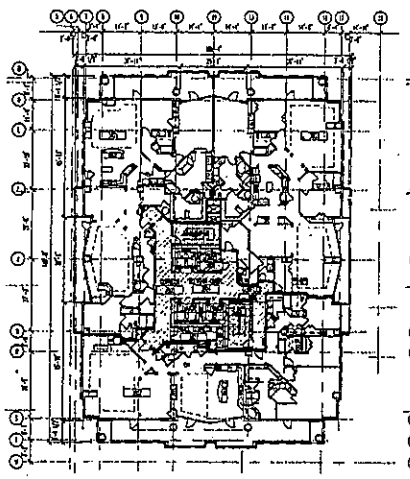
7 37TH FLOOR PLAN



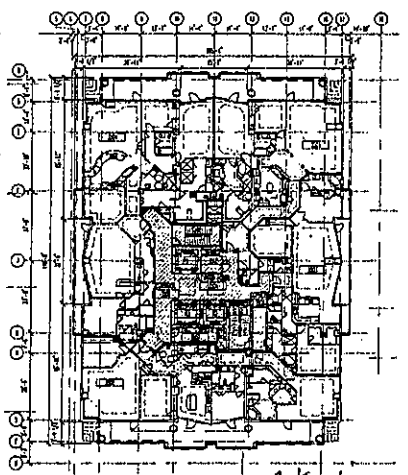
5 39TH FLOOR PLAN (EMR ROOF)



3 38TH FLOOR PLAN



2 36TH FLOOR PLAN (RESIDENTIAL)



1 35TH FLOOR PLAN (RESIDENTIAL)

RESIDENTIAL UNIT COMMON ELEMENT

RESIDENTIAL DWELLING UNIT

I, B. Kamali a licensed architect, certify that these plans are accurate and comply with the provisions of Section 55-79.58.D. of the Code of Virginia and all units and limited common elements depicted hereon have been substantially completed.

EXCEPT FOR INTERIOR CONDOMINIUMS OF 15TH FLOOR THROUGH 37TH FLOOR WHICH ARE NOT YET COMPLETED.

EXHIBIT C - TOWN CENTER RESIDENTIAL CONDOMINIUM 7, VIRGINIA BEACH, VIRGINIA

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CONSULTANTS

COMMONWEALTH OF VIRGINIA
BAHRAM KAMALI
Lic. No. 0401.012172
REGISTERED ARCHITECT

ISSUES

FILE INFORMATION

SHEET NAME

SHEET NUMBER

RES0009

BRENNAN BEER GORMAN MONK / ARCHITECTS & INTERIORS

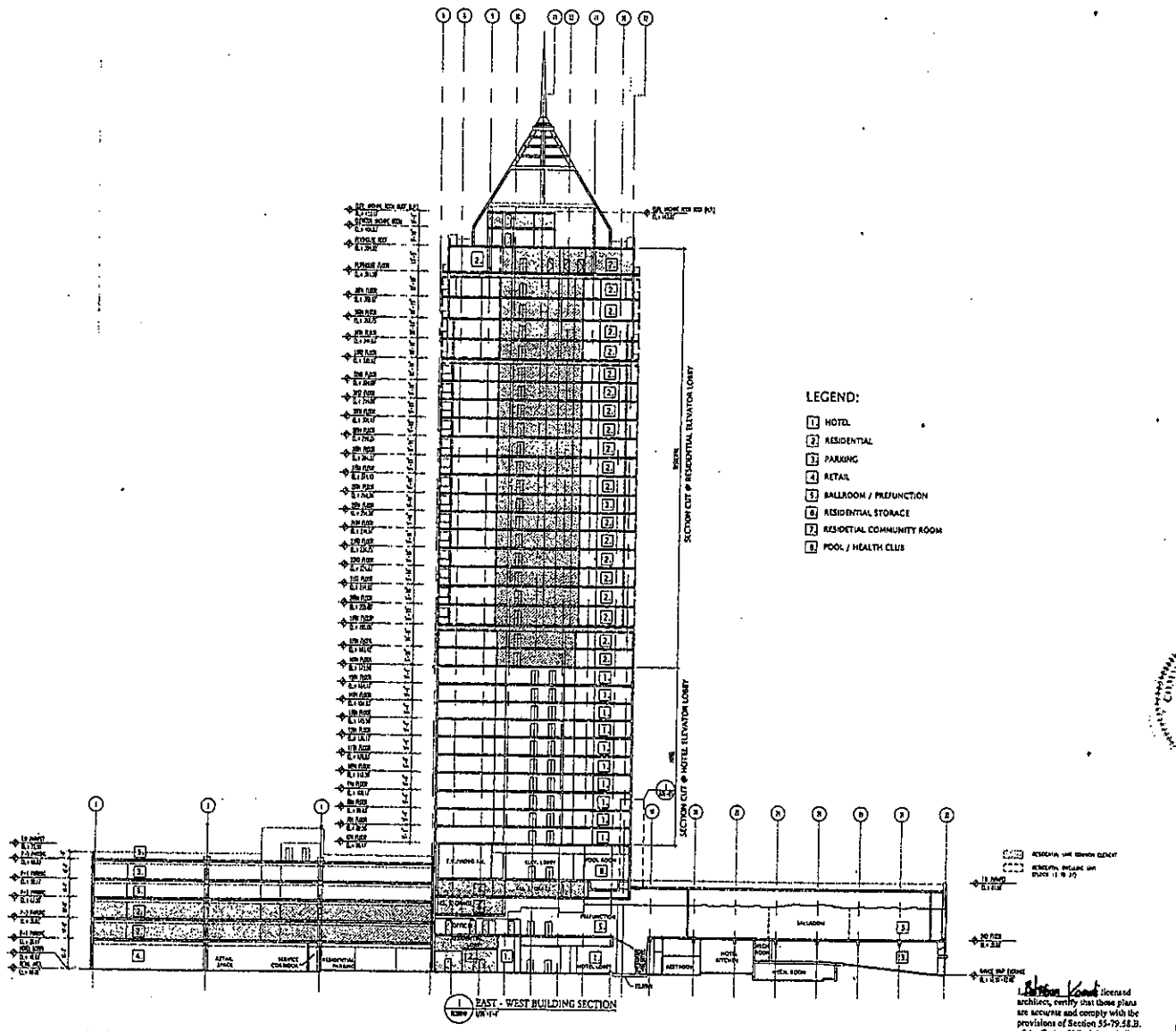

EXHIBIT C - TOWN CENTER RESIDENTIAL CONDOMINIUM 7, VIRGINIA BEACH, VIRGINIA

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COMMONWEALTH OF VIRGINIA
BAHRAM SABATI
Lic. No. 0[illegible]
BB
ARCHITECT

I, [signature], licensed architect, certify that these plans are accurate and comply with the provisions of Section 55-79.58.B. of the Code of Virginia and all units and limited common elements depicted hereon have been substantially completed.

ISSUES

FILE INFORMATION

SHEET NAME
AVAILABLE SECTION

SHEET NUMBER
RES0010

BRENNAN BEER GORMAN MONK / ARCHITECTS & INTERIORS