



**COMMUNITY  
ASSOCIATION**

THIS DECLARATION, made this 21st day of June, 1999, by COURTHOUSE ESTATES ASSOCIATES, A JOINT VENTURE, a Virginia joint venture, (the "Declarant"), GRANTOR for the purposes of indexing. Also index in the name of COURTHOUSE ESTATES COMMUNITY ASSOCIATION INC., a Virginia non-stock, non-profit corporation, (the "Association"), GRANTOR for the purposes of indexing.

## WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of certain real property situate in the City of Virginia Beach, Virginia constituting a portion of the Courthouse Estates Subdivision (hereinafter the "Subdivision") and more particularly described as follows:

ALL THOSE CERTAIN lots, pieces or parcels of land, with the building and improvements thereon and the appurtenances thereunto belonging, situate, lying and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 21, 22, 24, 25 and 26, as shown on that certain plat entitled "SUBDIVISION OF PARCEL 3, PROPERTY OF VIRGINIA LAND INVESTMENT ASSOCIATES NO. 1, COURTHOUSE ESTATES, PHASE 5, SECTION L-3, REF: M.B. 235, P. 95-98, APRIL 29, 1999, VIRGINIA BEACH, VIRGINIA", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 279, at pages 24 through 31, inclusive.

WHEREAS, portions of the aforesaid lots (the "Lots") are encumbered by that certain easement identified as "Drainage and Impoundment Easement" on the aforesaid Plat (the "Plat") are further described therein; and

WHEREAS, the Declarant wishes to create a perpetual right of recreational use over, under and across that portion of the "Drainage and Impoundment Easement" that constitutes the water surface of the lake therein as said water surface may vary from time to time;

NOW, THEREFORE, in consideration of the mutual benefits accruing to (i) the Declarant, (ii) the Association, and (iii) the future owners of the Lots on the Plat, the Declarant does hereby declare, create and establish a perpetual right of recreational use over, under and across that portion of the "Drainage and Impoundment Easement" that constitutes the water surface of the lake within the "Drainage and Impoundment Easement", as said water surface may vary from time to time, and for the purposes set forth in this document.

(1) The Declarant and all future owners of the Lots shall use the rights granted by this instrument with due regard for the rights of the other Lot owners and their use thereof. Nothing contained herein shall be construed to entitle the owner of any Lot to enter upon any portion of the other Lots except the area constituting the water surface as aforesaid.

(2) No buildings or structures of any kind, except walkways and/or piers as herein set forth, shall be constructed, erected or permitted within or upon the area of the "Drainage and Impoundment Easement"; walkways and/or piers constructed by a Lot owner shall be permitted to the edge of the surface water of the lake with

PREPARATION BY CONSOLVO, MARKOWITZ & WEBB, ATTORNEYS AT LAW

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the "Drainage and Impoundment Easement", provided that (i) such walkways and/or piers shall comply with all applicable City of Virginia Beach ordinance(s) relating to location, construction, design and height, (ii) such walkways and/or piers shall comply with all requirements of any other governmental agency having jurisdiction thereover, and (iii) such walkways and/or piers shall be approved by the Declarant and the Association.

(3) The area encompassing the water surface of the lake within the "Drainage and Impoundment Easement" shall be reserved as a recreational use area for the owners of the Lots. The recreational use area shall be used for recreational swimming, wading, fishing and non-motorized boat operation only and for no other purpose whatever. Such recreational use, at all times and under all circumstances, shall be subject to such other restrictions and limitation(s) thereupon that may be imposed by the Association, the City of Virginia Beach and any other governmental agency having jurisdiction thereover, including prohibition of such use(s) in whole or part.

(4) The right of recreational use shall run with the land, and shall be for the exclusive benefit and use of the owners of the Lots, their heirs, successors and assigns.

(5) The Association joins in this instrument to evidence its consent to the establishment of the right of recreational use contained herein. It is the intent of the Declarant and the Association that the Association will (i) maintain the lake and lake banks within the "Drainage and Impoundment Easement" and (ii) promulgate and enforce such rules and regulations to govern the use of the recreational use area as it deems appropriate, all in the exercise of its power and authority.

(6) The Association's access to the water surface of the lake within the "Drainage and Impoundment Easement" shall be limited to the thirty (30) foot access easement upon Lots 24 and 25 as shown on the Plat.


IN WITNESS WHEREOF, Courthouse Estates Associates, A Joint Venture, a Virginia joint venture, and Courthouse Estates Community Association, Inc., a Virginia non-stock, non-profit corporation, have caused this instrument to be executed by duly authorized joint venturers and corporate officer.

COURTHOUSE ESTATES ASSOCIATES, A JOINT VENTURE  
a Virginia joint venture

By: Virginia Land Investment Associates No. 1,  
a Virginia limited partnership, Joint Venture

By: Larasan Realty Corporation, a Virginia  
Corporation, Its General Partner

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By:   
Lawrence A. Sancilio, President

By: Baymark Construction Corporation, a Virginia corporation, Joint Venturer

By: Richard S. Foster  
Richard S. Foster, President

COURTHOUSE ESTATES COMMUNITY ASSOCIATION, INC.

By: Lawrence A. Sancilio  
Lawrence A. Sancilio, President

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

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Lawrence A. Sancilio, a President of Larasan Realty Corporation, a Virginia corporation, a General Partner of Virginia Land Investment Associates No. 1, Virginia limited partnership, Joint Venturer of COURTHOUSE ESTATE ASSOCIATES, A JOINT VENTURE, a Virginia joint venture, whose name as such is signed to the foregoing writing, has acknowledged the same before me this 23rd day of June, 1999.

Sue E. Kreibitz  
Notary Public

My Commission Expires: Oct 30, 2002

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

I, the undersigned, a Notary Public in and for the City and State do hereby certify that Richard S. Foster, as President of Baymark Construction Corporation, a Virginia corporation, as Joint Venturer of COURTHOUSE ESTATES ASSOCIATES, A JOINT VENTURE, a Virginia joint venture, whose name as such is signed to the foregoing writing, has acknowledged the same before me this 23rd day of June, 1999.

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& Webb  
4560 COLUMBUS LOOP  
VIRGINIA BEACH, VIRGINIA 23462

Cynthia Sue Binum  
Notary Public

My Commission Expires: June 30, 1999

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

I, the undersigned, a Notary Public in and for the City and State do hereby certify that Lawrence A. Sancilio, as President of Courthouse Estates Community Association, Inc., a Virginia non-stock, non-profit corporation, whose name as such is signed to the foregoing writing, has acknowledged the same before me this 23<sup>rd</sup> day of Sept, 1999.

Steve Kerkel

Notary Public

My Commission Expires: Oct 30, 2002

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RECORDED WITH  
CERTIFICATE ANNEXED

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\$58.1 - 802 TAXES PAID \$  
VIRGINIA BEACH, VA.

TESTE: Steve Kerkel