

DECLARATION OF TIME SHARE PROGRAM

THIS DECLARATION OF TIME SHARE PROGRAM made by BURLAGE CORPORATION, a Virginia corporation, ("Developer") on behalf of itself, its grantees, successors and assigns.

W I T N E S S E S:

WHEREAS, Developer is the owner in fee simple of sixteen (16) condominium units together with an undivided interest in the common elements, rights and easements appurtenant thereto ("Project") at the condominium known as Barclay Towers, a Condominium ("Condominium"), located at 809 Atlantic Avenue, Virginia Beach, Virginia, created by that certain Declaration filed in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 2398, at Page 1306; and

WHEREAS, Developer desires to submit the Project to a time-share program to be known as BARCLAY TOWERS II, A TIME-SHARE;

NOW, THEREFORE, Developer does hereby declare that the property described in Exhibit A attached hereto and made a part hereof be dedicated to a time-share program pursuant to the provisions hereof to be held, conveyed, encumbered, used, occupied, improved, sold, mortgaged and otherwise transferred subject to the rules, regulations, restrictions, covenants, conditions, uses and obligations set forth in this declaration. All such rules, regulations, restrictions, covenants, conditions, uses and obligations are declared and agreed to be in furtherance of a plan established for the purpose of enhancing the desirability and enjoyment of the Project and shall be deemed to run with the land and be a burden on and a benefit to, the Developer, its successors and assigns, and on and to any person acquiring or owning any interest in the real property in the Project and any improvements thereto, such parties' grantees, successors, heirs, assigns, executors, administrators and devisees.

ARTICLE I
DEFINITIONS

Section 1.1. Unless provided herein to the contrary, or unless the context requires a different meaning, as used herein or in the Bylaws and exhibits attached hereto, and all amendments thereof, the definitions contained in the Virginia Real Estate Time-Share Act ("Act") in Section 55-362 of the Code of Virginia, 1950, as amended, shall apply.

Section 1.2. In addition, the following terms shall have the following meanings:

a. "Association" shall mean the Barclay Towers II Time-Share Owners Association.

b. "Board of Directors" shall mean the Board of Directors of the Association.

c. "Bylaws" shall mean the Bylaws of the Association as they exist from time to time.

d. "Unit" shall mean any one of Developer's condominium units sold under this time-share program. A Unit shall be committed to the time-share program upon the recording of the first deed conveying a "unit week" as defined herein in that Unit. No Unit may be committed to the time-share program by any person or

other entity other than the Developer, but the Developer may assign its right to commit Units to the time-share program to any other entity to which it conveys substantially all the units which it then owns in the Condominium. The Unit will no longer be committed to the time-share program at any time thereafter that all unit weeks in that Unit are owned by the same person or legal entity.

e. "Maintenance Week" shall mean one unit week in each which Unit shall be set aside for maintenance and restoration of the unit each year.

f. "Unit Week owner" shall mean a person owning one or more unit weeks, as defined herein, whether entirely or jointly or in common with others .

g. "Unit Week" shall be an interest in a Unit consisting of the right to use the Unit in the time-share program for stated periods of time each year for a stated number of years together with a remainder interest in said Unit in fee simple in common with other Unit Week owners. Each Unit Week shall be identified by reference to the Unit Number followed by the Unit Week Number as set forth below. Unit Weeks shall be computed as follows:

Unit Week No. 1 is and shall be the seven (7) day period commencing on the first Saturday of each year.

Unit Week No. 2 is and shall be the seven (7) day period commencing on the second Saturday of each year.

Additional Unit Weeks up to and including Unit Week No. 51 shall be and are computed in a like manner .

Additional Unit Weeks up to and including Unit Week No. 51 shall be and are computed in a like manner.

Unit Week 52 shall be the seven (7) day period next succeeding Unit Week 51. Unit Week 53 shall be the seven (7) day period next succeeding Unit Week 52. Owners of Unit Week 52 have access to Unit Week 53 each year it occurs upon payment in full for the maintenance fee for that year. Unit Week 53 occurs approximately every 5 to 6 years pursuant to the time share calendar for Saturday check-in.

Unit Weeks shall run from 4:00 p.m. on the first Saturday thereof to 4:00 p.m. on the last Saturday thereof, provided however that all Unit Week Owners shall relinquish occupancy to the Association or Managing Agent as of 10:00 a.m. on the last Saturday of the Unit Week to allow for cleaning, repair, maintenance and any other preparation necessary for occupancy of the next Unit Week.

ARTICLE II
THE TIME-SHARE ESTATE

Section 2.1. Unit Week Ownership. The ownership of each Unit Week shall include the right to use the Unit Week for a specified period each year for a term of forty (40) years together with the right to use and enjoy all of the common elements of the Condominium, as defined in the Declaration of the Condominium together with easements through the common elements for ingress and egress, use and enjoyment during such periods, and together with an undivided remainder interest as a tenant in common with other Unit Week Owners in fee simple, subject to the rules, regulations, restrictions, covenants, conditions, uses and obligations as set forth herein and in the Bylaws of the Association and in the Declaration and Bylaws and Rules and Regulations of the Condominium, as the same may be from time to time amended and restated. Ownership of a Unit Week does not include an ownership interest in the furnishings, appliances and other personal property in the Unit, which shall be conveyed by the Developer to the Association at the end of the Developer Control Period as defined in the Act.

Section 2.2. Common Element Ownership. The ownership of the Common Elements and Limited Common Elements appurtenant to each Unit provided for in the Declaration of the Condominium shall be reserved to the Developer as the owner of Unit Week No. 3 of each Unit, subject to the rights of use and enjoyment of the other Unit Week Owners, other owners of the Condominium Units, and the rights of the public in general. Developer, a Virginia corporation, shall not convey Unit Week No. 3 of any Unit except to another corporation or entity having perpetual life and shall not separate the fee title to Unit Week No. 3 in any Unit from the Common Element Interest appurtenant to each such Unit Week No. 3 and no owner of any other Unit Week of any Unit shall have ownership rights in the Common Elements or Limited Common Elements appurtenant to that Unit.

Section 2.3. Restrictions on Use and Transfer. The Unit Week Owner of any Unit shall occupy and use the Unit as vacation accommodations for himself, the members of his family, his social guests, lessees, licensees and invitees. A Unit Week Owner who is unable to use his Unit Week at any time is entitled to rent his Unit Week to others as vacation accommodations, but shall not

utilize the services of the Managing Agent of the Condominium to do so and shall not participate in any rental pool or arrangement with other Unit Week Owners or Condominium Unit owners. A Unit Week Owner may freely transfer his Unit Week subject to the provisions of the Declaration, rules, regulations, restrictions, covenants, conditions and obligations in effect from time to time and subject also to the Declaration, Bylaws, rules and regulations of the Condominium.

Section 2.4. Prohibited Acts. No Unit Week Owner shall permit or suffer anything to be done or kept in his Unit during his Unit Week which would increase the rate of insurance on the Project or the Condominium or which would obstruct or interfere with the rights or other Unit Week Owners. No Unit Week Owner shall commit or permit any nuisance or any immoral or illegal act in or about the Project. No Unit Week Owner shall make any alterations to the interior or exterior of the Unit or the Project and all Unit Week Owners shall comply with the rules and regulations pertaining to use and conduct as may from time to time be promulgated by the Association or the Managing Agent.

Section 2.5. Enforcement of Restrictions. In the event that any Unit Week Owner should fail to comply with any of the provisions of this Declaration, the Association or its Managing Agent may bring an action for damages, or to enjoin the violation or specifically enforce the provisions of this Declaration, or enforce any lien provided in the Act or herein or take possession of the Unit Week of such Unit Week Owner or pursue any and all other remedies which may be available at law or in equity.

ARTICLE III

BARCLAY TOWERS II TIME-SHARE OWNERS ASSOCIATION

Section 3.1. Membership. The owner of each Unit Week shall automatically, upon becoming an owner of a Unit Week, be a member of the Barclay Towers II Time-Share Owners Association and shall remain a member of the Association until such time as his ownership interest ceases for any reason at which time his membership in the Association shall automatically cease. The Association will be formed pursuant to the Virginia Nonstock Corporation Act prior to the time the Developer conveys the first time-share estate. The Association shall have all powers and duties set forth in the Act, this Declaration, the Association's Bylaws and its Articles of Incorporation.

Section 3.2. Voting. Each Unit shall be entitled to fifty-one (51) votes at any meeting of the Association (the Maintenance Week shall not have a vote). Each owner of a Unit Week in a Unit committed to the time-share program shall be entitled to vote at meetings of the Association and shall be entitled to one (1) vote for each Unit Week owned. In the event a Unit Week is owned by more than one person, the owners of that Unit Week shall designate one person as the voting member.

ARTICLE IV
MAINTENANCE WEEKS

Section 4.1. Maintenance Weeks. One Unit Week shall be set aside for maintenance or repair of each Unit each year. The Developer shall have the right to choose the Unit Week to be set aside in each Unit.

Section 4.2. Conveyance to Association. Upon the sale of seventy-five (75%) percent of the Unit Weeks in any one Unit or Five (5) years from the date Developer conveys the first Unit Week in a Unit, whichever first occurs, the Developer shall convey title to the Maintenance Week in each such Unit to the Association and the Association agrees to accept from the Developer one Unit Week in each Unit to be use for maintenance purposes. In the event any one person becomes holder of record title to all other Unit Weeks in any one Unit, that person may cause the Association to convey the Maintenance Week for that Unit to him by requesting the Association to do so in writing. Notwithstanding the foregoing, the ownership of the Maintenance Week by the Association shall be for the use and benefit of all Unit Week Owners in each Unit. Upon termination of the time-share program for each Unit, by operation of law or otherwise, the Association shall convey its legal title to the Maintenance Week to the remainder of the Unit Week Owners of each Unit.

Section 4.3. Furnishings. Ownership of all furnishings, appliances and other personal property in all Units shall be conveyed by Developer to the Association at the end of the Developer Control Period as defined in the Act.

ARTICLE V
AMENDMENT OF DECLARATION

Section 5.1. Amendment of the Declaration. This Declaration may be amended at any regular or special meeting of the Association, called and convened in accordance with the Bylaws, by the affirmative vote of not less than seventy-five percent (75%) of the total vote of the members of the Association. Any proposed amendment shall be transmitted by the Secretary of the Association together with written notice of the meeting of the Association to each member not less than ten (10) days nor more than thirty (30) days before the date of such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to each member at his post office address as it appears on the records of the Association, postage prepaid.

Section 5.2. Restrictions. No amendment shall change, affect or alter an Owners' percentage interest in a Unit, a Unit's proportionate share of the common expenses, voting rights appurtenant to any Unit or the ownership interest in the common elements appurtenant to any Unit unless the record owners thereof and all record owners of the first mortgages thereon shall join in

the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any first mortgagee or change the provisions of the Declaration with respect to first mortgagees without written approval of all first mortgagees of record. No amendment shall change the rights and privileges of the Developer without the Developer's written approval so long as the Developer shall own a Unit Week in each Unit so affected.

ARTICLE VI

BYLAWS

Section 6. 1. The operation of the Association shall be governed by Bylaws of the Association attached to this Declaration as Exhibit B and made a part hereof.

Section 6. 2, Amendment of Bylaws. No modification or amendment of the Bylaws of the Association shall be valid unless adopted in the manner provided for therein. No amendment to the Bylaws shall be adopted which would affect or impair the validity or priority of any first mortgage on any Unit or which would change the provisions of the Bylaws with respect to first mortgages without the approval of all first mortgagees of record. So long as the Developer shall own a Unit Week in any Unit, no amendment shall change the rights and privileges of the Developer as to that unit without the Developer's written approval.

ARTICLE VII

SECTION 7.1, COMMON EXPENSES: The Common Expenses of each Unit committed to the time-share program shall be shared by the Unit Week owners of that Unit in accordance with their ownership interest of 1/51 interest in that Unit, including Week 52 and Week 53. Exception: If the owner of Week 52 occupies Unit Week 53 at Barclay Towers or deposits Unit Week 53 with an exchange company or rents out Unit Week 53 or gives the use of Unit Week 53 to a guest (including family members) the maintenance fee for that year must be paid in full. If there is no occupancy of Week 53 as described above, the maintenance fee will be waived for the year of no occupancy and no one will be assessed a maintenance fee since no one will occupy Unit Week 53.

Section 7.2, Assessment. The Association, through its Board of Directors, or its Managing Agent, shall have the power to fix

and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Project. Assessments that are unpaid for a period of (10) days after due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid, and at the sole discretion of the Board of Directors, a late charge of twenty-five dollars (\$25. 00) shall be due and payable for each late installment.

Section 7.3 Maintenance Fee. All purchasers of Unit weeks in Units committed to the time share program shall pay a maintenance fee as set forth by the Board of Directors on an annual basis per unit week owner, on January 1 of each year.

Exception: If the owner of Week 52 occupies Unit Week 53 at Barclay Towers or deposits Unit Week 53 with an exchange company or rents out Unit Week 53 or gives the use of Unit Week 53 to a guest (including family members) the maintenance fee for that year must be paid in full. If there is no occupancy of Week 53 as described above, the maintenance fee will be waived for the year of no occupancy and no one will be assessed a maintenance fee since no one will occupy Unit Week 53.

The maintenance fee shall include, but not be limited to, the following:

- a. Repair and upkeep of the Unit.

b. Reserves for the replacement of the furniture, fixtures, appliances, carpeting and utensils in the Unit.

c. Casualty and liability insurance on the Unit.

d. Utilities for the Unit.

e. Personal property, real estate and any other taxes applicable to the Unit, and

f. Any other expenses incurred in the normal operation and maintenance of the Unit which cannot be attributable to a particular Unit Week Owner.

Section 7.4. Management Fee. All purchasers of Unit Weeks in Units committed to the time-share program shall pay a "Management Fee" of twenty-five dollars (\$25.00) per year per Unit Week owned to pay the salary and expenses of the Managing Agent hired by the Association through its Board of Directors. The Management Fee is due on January 1st of each year throughout the duration of the time-share program and may vary from time to time in the sole discretion of the Board of Directors of the Association.

Section 7.5. Lien. The Association shall have a lien on each Unit Week for unpaid assessments and interest thereon. The Board of Directors of the Association may take such action as is deemed necessary to collect assessments and to file and enforce its lien in accordance with the provisions of the Act and may settle and compromise any such lien if deemed in the best interest of the Association.

Section 7.6. Rights of Mortgagees. When the mortgagee of a first mortgage of record or other purchaser of a Unit Week obtains title to a Unit Week as the result of foreclosure of a first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessments of the Association pertaining to such Unit Week which became due prior to the acquisition of title as a result of the foreclosure. Any other person who acquires an interest in a Unit Week, except through foreclosure of a first mortgage of record, shall not be entitled to occupancy of the Unit Week until such time as all unpaid assessments due and owing by the former Unit Week Owner have been paid.

Section 7.7. Developer's Unit Weeks. Developer shall pay its share of common expenses for each Unit Week owned by the Developer, including unsold Unit Weeks.

Section 7.8. Budget; Fee Change. The Association, or the Managing Agent, shall annually prepare a budget of expenses for each Unit. A copy of the initial Budget is attached as Exhibit D hereto. The Maintenance Fees may be increased or decreased by the Association in accordance with changes in the Budget and shall be

based on audited financial records of the Condominium. The Association shall not be assessed a Maintenance Fee for the maintenance weeks set aside or conveyed to it for maintenance purposes.

ARTICLE VIII
INSURANCE

Section 8.1. Purchase of Insurance. Except as inconsistent with the provisions relating to insurance contained in the Declaration and Bylaws of the Condominium, the Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance as set forth herein together with such other insurance as the Association deems necessary for the interest of the Association, all Unit Week Owners and their mortgagees, as their interests may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually. The named insured shall be the Board of Directors of the Association, as Trustee for the Unit Week Owners. Unit Week Owners may obtain insurance coverage at their own expense for their own personal property and personal liability in the Unit Week.

Section 8.2. Coverage.

a. Casualty. All improvements on property in which the Unit Weeks have an insurable interest and which are not insured by the Condominium under the provisions of its Declaration and Bylaws shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire or other hazards covered by a standard coverage endorsement; loss or damage by flood; and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Project, including but not limited to, vandalism and malicious mischief.

b. Public liability. Public liability insurance shall be obtained in such amounts and with such coverage as shall be required by the Board of Directors of the Association as determined annually.

c. Insurance on Personal Property. The Board of Directors of the Association shall obtain casualty insurance, as needed, on all personal property located within the Units in an amount equal to the maximum insurable replacement value without deduction for depreciation, as determined annually.

d. Workers' Compensation. Workers' compensation insurance sufficient to meet the requirements of law shall be obtained if necessary.

Section 8.3 Premiums. Premiums on insurance policies purchased by the Association shall be paid by the Association as a common expense.

Section 8.4. Insurance Trustee. All proceeds covering property losses shall be paid to the Board of Directors as Insurance Trustee. The Insurance Trustee shall receive all proceeds and distribute the proceeds for the benefit of the Unit Week Owners and their mortgagees either for reconstruction or repair, or, if it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to Unit Week Owners and their mortgagees, if any, payable jointly to each Unit Week Owner and his mortgagee.

Section 8.5. Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Week Owner and each mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 8.6. Notice of Exposure to Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Week Owner, the Association shall give notice of the exposure within a reasonable time to all Unit Week Owners and such Unit Week Owners shall have the right to intervene and defend. A copy of all insurance policies obtained by the Association shall be made available for inspection by Unit Week Owners at all reasonable times.

Section 8.7. Developer's Interest. All insurance purchased by the Association on behalf of the Unit Week Owners shall include Developer as its interest may appear and the Developer shall share in the proceeds of any insurance payments as its interest may appear.

Section 8.8. Reconstruction or Repair. If the Association determines to rebuild or repair damage to the Project or any part thereof, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Any reconstruction or repair must be substantially in accordance with the original construction of the Project.

Section 8.9. Special Assessments. If an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause, the amount of the deductible shall be specially assessed against all Unit Week Owners as a common expense. If the proceeds of such special assessment and of the insurance are not sufficient to defray the estimated cost of the reconstruction and repair, additional special assessments shall be made against the Unit Week Owners in sufficient amounts to provide funds for the payment of such costs.

ARTICLE IX
HOLDOVER UNIT WEEK OWNERS

Section 9.1. Holdover Unit Week Owners. In the event any Owner of a Unit Week in a Unit or any other person occupying the Unit with such Unit Week Owner's permission, fails to vacate the Unit at the expiration of his period of ownership each year, or at such earlier time as may be fixed by the rules and regulations adopted by the Association from time to time, such Unit Week Owner shall be deemed a "Holdover Owner". The Association or Managing Agent on behalf of the Association shall take such steps as may be necessary to remove such Holdover Owner from the Unit and to assist the Owner of any subsequent Unit Week who may be affected by the Holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

Section 9.2. Remedies. In addition to such other remedies as may be available to it, the Association or the Managing Agent shall secure at its expense alternate accommodations for any Owner who is unable to occupy his Unit Week due to the failure to vacate of any Holdover Owner. The Holdover Owner shall be charged for the cost of such alternate accommodations and any other costs incurred due to his failure to vacate, and shall be charged an administrative fee of \$300.00 per day during the period of holding over. The Association shall submit a bill to the Holdover Owner, and if the bill is not paid within ten (10) days of the date thereof, the Association shall have a lien against the Holdover Owner's Unit Week in accordance with the provisions of Article VII hereof and the Association shall have the right to take such other action as is provided by law including, but not limited to, eviction proceedings.

ARTICLE X
MANAGING AGENT

Section 10.1. The Association may delegate to a Managing Agent all powers and duties of the Association not prohibited by law including the right to determine the annual budget, make assessments for common expenses, collect assessments, contract for the maintenance and repair of the Project and the repair or replacement of the furnishings, fixtures, appliances and other personal property in each Unit, arrange insurance coverage on the Project; provide for the adoption of rules and regulations governing the use, enjoyment and occupancy of the Units by Unit Week Owners and prepare and distribute the annual report required by the Act. Each Unit Week Owner, his heirs, successors and assigns, by acquiring title to a Unit week, or executing a purchase agreement therefor, shall be deemed to adopt, ratify, confirm and consent to the execution of a Management Agreement by the Association.

ARTICLE XI
TERMINATION

Section 11.1. Termination. Forty (40) years from the date hereof, the Unit Week Owners shall become tenants in common as to each Unit with all other Unit Week Owners of such Unit. The Board of Directors of the Association shall, not less than thirty (30) days nor more than sixty (60) days prior to the actual date of such conversion to tenancy in common, call a meeting of all Unit Week Owners of Units committed to the time-share program. At such meeting, a vote shall be taken to decide the disposition of the Units committed to the time-share program.

Section 11.2. Continuance of Time-Share Program. By a majority vote of the total outstanding votes of all the Unit Week Owners in Units committed to the time-share program, the time-share program may be continued for a period of ten (10) years under the same terms, conditions, restrictions and covenants as contained herein. The Unit Week Owners, by similar vote taken prior to the expiration of the ten (10) year period, and any subsequent ten (10) year periods, may elect to continue the time-share program for additional ten (10) year periods. At the expiration of the last ten (10) year period, the Board of Directors of the Association may file suit in a court of competent jurisdiction in Virginia Beach, Virginia, for partition of the Units committed to the time-share program.

Section 11.3. Waiver of Partition. No Unit Week Owner or other person or entity acquiring any right, title or interest in a Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of the forty (40) year term of the time-share program and any successive ten (10) year period. If, however, any Unit Week is owned by two or more persons as tenants in common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Week in lieu of partition as between such co-tenants or joint tenants.

Section 11.4. Earlier Termination. The time-share program as to any individual Unit in the Project or as to the Project as a whole may be terminated prior to the expiration of the forty (40) year term only by written agreement of the Unit Week Owners owning at least seventy-five percent (75%) of the Unit Weeks of any individual Unit or owning at least seventy-five percent (75%) of the Units Weeks in the Project as a whole. The termination shall be reflected in a Termination Agreement which shall be in a form sufficient for recordation in the Clerk's Office of the Circuit Court of the City of Virginia Beach, and shall specify a date upon which it shall become void, unless it is recorded before that date. Any termination pursuant to this section shall be subject to the provisions and restrictions of Section 55-373 of the Act.

ARTICLE XII
DEVELOPER'S PRIVILEGES

Section 12.1. Until all Unit Weeks owned by the Developer have been sold, Developer shall have the right to transact on the Project any business necessary to consummate sales, resales or rental of Unit Weeks owned by the Developer, including but not limited to, the right to maintain models, have employees in the sales office, erect and maintain signs, use the common elements and show units. Signs, sales office furniture and equipment and all other items pertaining to Developer's sales operation shall not be considered common elements and shall remain the property of the Developer. The Developer retains the right to be the Owner of unsold Unit Weeks, under the same terms and conditions as other Unit Week Owners with the right to sell, rent or lease such Units or Unit Weeks.

Section 12.2. Expansion of Project. The Declarant hereby expressly reserves the option to expand the Project by subjecting additional Units to the regime. The option to expand shall be without limitation except as hereinbelow provided, and the consent of any Unit Week Owner, or Owners or mortgagee shall not be required.

The Declarant shall have a period of seven (7) years from the recording of this Declaration within which to exercise the option to expand the Project, and upon the expiration of seven (7) years, said option to expand, if not previously exercised, shall become null and void and shall terminate. The option to expand the Project shall not terminate prior to the expiration of said seven (7) years.

The additional Units which may be added to the Project are shown on Exhibit E attached hereto ("Additional Land"). Said additional Units may be added to the Project in any order at the Declarant's discretion, and at such different times as the Declarant sees fit subject only to the seven (7) year limitation provided for above. Further, the Declarant may add to the Project any portion of the Additional Land as shown on Exhibit E at any time or times, without adding the remainder of the Additional Land. The Declarant shall not be required to add any of the Additional Land to the Project. The maximum number of Units which may be added is one hundred four (104) Units. No assurances are made with respect to the order in which Declarant will add the Additional Land. All Additional Land shall be restricted to vacation accommodations consistent with the zoning and land use ordinances of the City of Virginia Beach, Virginia, and the provisions of this Declaration, the Bylaws and Rules and Regulations.

Upon the creation of additional Unit Weeks in the Additional Land, the Common Expenses of each such Unit shall be shared by the Unit Week Owners in any such Unit in accordance with their ownership interest of 1/51 interest in such Unit.

ARTICLE XIII
CONDEMNATION

Section 13.1. Total Taking. In the event of the taking of all of the Project by condemnation, the time-share program shall terminate and all awards received by the Association shall be distributed to the Unit Week Owners of each Unit in accordance with their ownership interest of that Unit.

Section 13.2. Partial Taking. In the event of the taking of less than all of the Project by condemnation, the funds received by the Association shall be distributed to the Unit Week Owners of condemned Units in accordance with their ownership interest in that Unit, if the Units involved cannot be restored to a tenantable condition utilizing the award proceeds.

Section 13.3. Association as Agent. The Association is irrevocably appointed as the Agent for each Unit Week Owner, each Mortgagee and other holder of a lien upon a Unit to represent them in any condemnation proceedings with respect to the Project and to negotiate and settle all their claims in such proceedings. Any funds received by the Association as Agent for the Unit Week Owners shall be held in escrow and distributed in accordance with this Article.

Section 13.4. Restoration of Units. If a Unit as a whole can be made tenantable with the proceeds of a condemnation award, the Association shall make the necessary arrangements to so restore the Unit and shall hold the award proceeds and pay them out as such restoration is completed.

ARTICLE XIV
MISCELLANEOUS

Section 14.1. Notices. Whenever notices are required to be sent hereunder, they shall be delivered to Unit Week Owners either personally or by mail, addressed to such Unit Week Owners at their place of residence on file with the Association from time to time. Notices to the Developer shall be delivered by mail to: Burlage Corporation, 900 Atlantic Avenue, Virginia Beach, Virginia 23451. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

Section 14.2. Severability. If any provision of this Declaration shall be held invalid, it shall not affect the validity of the remainder of this Declaration.

Section 14.3. Successors. The provisions of this Declaration shall be held invalid, it shall not affect the validity of the remainder of this Declaration.

Section 14.4. No Exemption. No Unit Week Owner may exempt himself from liability for any obligations set forth herein by any waiver of the use or enjoyment of the Unit Week owned or by any other action.

Section 14.5. Applicable Law. The provisions of this Declaration shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, Burlage Corporation, a Virginia corporation, has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its Corporate Seal to be affixed hereto, this 23rd day of May, 1988.

BURLAGE CORPORATION

By L. Charles Burlage
L. Charles Burlage, President

ATTEST:

Carol Burlage
Carol Burlage, Secretary

(SEAL)

COMMONWEALTH OF VIRGINIA
AT LARGE

Personally appeared before me, L. Charles Burlage, President of Burlage Corporation and Carol Burlage, Secretary of Burlage Corporation, who executed the foregoing Instrument on behalf of Burlage Corporation this 23^d day of May, 1988.

Mary Keating
Notary Public

My Commission Expires:

1/21/89

EXHIBIT A

Unit Numbers 308, 320, 404, 416, 614, 622, 632, 702, 718, 804, 806, 808, 820, 830, 836 and 838 as shown on that certain Plat recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office of the aforesaid in Deed Book 2398, at page 356, and in the Exhibits to said Declaration and the Amendments thereto, to which Condominium Declaration and the Exhibits and Amendments thereto reference is hereby made for a more particular description thereof.

IT BEING part of the same property conveyed to the Developer by deed of John E. and Sandra T. McCombs, his wife, dated January 17, 1983, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 2235, at page 1494.

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 12th day of August, 1988, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Numbers 324 and 406, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit additional land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: L. Charles Burlage
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 12th day of August, 1988, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

Mary Keating
Notary Public

My Commission expires:

1/21/89

cbr/docs/btII.atd

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 30 day of Aug, 19 88 at 2:30, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-862 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: J. L. Sorrell D. C.

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 26th day of September, 1988, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Numbers 708 and 716, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2770, at pages 2131 and 2132, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit additional land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: [Signature]
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 26th day of September, 1988, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires:

1/21/89

cbr/docs/btII.atd

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 5 day of Oct 19 88 at 10:25, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: [Signature] D. C.

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this ~~24th~~ day of January, 1989, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Number 638, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit additional land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: L. Charles Burlage
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the ~~24th~~ day of January, 1989, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

Neil F. Buchheit
Notary Public

My Commission expires:

July 4, 1989

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 3 day of Feb, 19 89 at 10:09, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: J. A. Sorell D. C.

C.C. 21 REV. 3/85

Shuttleworth, Ruffell, Giorlandi & Kelleys, P.C.
5809 S. Lynnhaven Road
VA Beach, VA 23462

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 29th day of March, 1989, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Number 828, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2811, at page 1623, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit additional land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: L. Charles Burlage
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 29th day of March, 1989, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

Kathleen S. Rice
Notary Public

My Commission expires:

8/6/90

VIRGINIA, May In the Clerk's Office of the Circuit Court of Virginia Beach day of 19 89 at 11:47, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: Louis C. Catala D. C.

RECORDED
INDEXED
MAY 1989

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 21st day of April, 1989, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Number 616, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2818, at page 1617, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit additional land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: [Signature]
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 22nd day of April, 1989, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires:

2/12/93

ksr/docs/btII.atd

VIRGINIA: may 19 89 In the Clerk's Office of the Circuit Court of Virginia Beach 19 day of may, 19 89 at 11:26, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: [Signature] D. C.

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 19th day of May, 1989, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Numbers 610 and 816, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit additional land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: [Signature]
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 19th day of May, 1989, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires:

2/12/93

ksr/docs/btII.atd

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 21 day of June 19 89 at 10:57, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: [Signature] D. C.

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 31st day of May, 1989, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Number 606, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each Unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change, affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit Additional Land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: [Signature]
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 31st day of May, 1989, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires:

2/12/93

ksr/docs/btII.atd

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 21 day of June, 19 89 at 10:57, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: [Signature] D. C.

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 5th day of June, 1989, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Numbers 412, 414, 418 and 736, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each Unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change, affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit 'Additional Land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: [Signature]
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 5th day of June, 1989, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires:

2/12/93

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 28 day of June, 19 89 at 10:55, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: [Signature] D. C.

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BK 285 | PG | 699

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 25th day of June, 1989, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Number 706, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each Unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change, affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit Additional Land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: [Signature]
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 28th day of June, 1989, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires:

2/12/93

ksr/docs/btII.atd

VIRGINIA: Aug In the Clerk's Office of the Circuit Court of Virginia Beach 29 day of Aug, 19 89 at 11:14, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: [Signature] D. C.

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 30th day of June, 1989, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Number 522, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each Unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change, affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit Additional Land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: L. Charles Burlage
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 20th day of June, 1989, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

Shulee F. Fontaine
Notary Public

My Commission expires:

2/12/93

box/docs/hatt.atd

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 29 day of Aug 19 89 at 11:14, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: J. Curtis Fruit D. C.

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 7th day of July, 1989, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Numbers 524, 526 and 802 as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each Unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change, affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit Additional Land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: [Signature]
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 7th day of July, 1989, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires:

2/12/93

ksr/docs/btII.atd

VIRGINIA: [Signature] In the Clerk's Office of the Circuit Court of Virginia Beach 29 day of Aug, 19 89 at 11:14, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: [Signature] D. C.

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 20th day of September, 1989, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Number 726, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each Unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change, affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit Additional Land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: [Signature]
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 20th day of September, 1989, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires:

2/12/93

VIRGINIA Oct in the Clerk's Office of the Circuit Court of Virginia Beach 11 day of 1989 at 11:59, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By [Signature] D. C.

66-1112-11

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 9th day of October, 1989, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Number 730, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each Unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change, affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit Additional Land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: [Signature]
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 9th day of October, 1989, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires:

2/12/93

VIRGINIA: Nov. In the Clerk's Office of the Circuit Court of Virginia Beach 15 day of Nov., 1989 at 11:09, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: [Signature] D. C.

C.C. 21 REV. 3/85

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS II, A TIME SHARE, made this 9th day of January, 1990, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E S:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Number 214, as shown on that certain Plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated and shown in that certain Condominium Declaration which is recorded in the Clerk's Office aforesaid in Deed Book 2398, at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each Unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change, affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights

in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit Additional Land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: L. Charles Burlage
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia At Large, on the 9th day of January, 1990, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of the corporation.

Shirley E. Fentress
Notary Public

My Commission expires:

2/12/93

ksr/docs/btII.atd

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 26 day of Feb, 1990 at 11:02 this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: J. A. Sarnal D. C.

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program
BARCLAY TOWERS, II, A TIME SHARE, made this 7th day of
June, 1991, by BURLAGE CORPORATION, a Virginia
corporation.

W I T N E S S E T H:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of
Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May
23, 1988, and recorded June 1, 1988, in the Clerk's Office of the
Circuit Court of the City of Virginia Beach, Virginia, in Deed
Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid
Declaration to add to the time share program a portion of the
Additional Land described in Exhibit E to the Declaration, as
permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of
BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the
time share program:

Unit Number 612, as shown on that certain plat
recorded in the Clerk's Office of the City of
Virginia Beach, Virginia, in Deed Book 2387, at
pages 1306 and 1307, in that certain Condominium
entitled Barclay Towers, a Condominium, located in the
City of Virginia Beach, Virginia, together with the
undivided interest in the common elements relating
thereto, all as more particularly described, designated
shown in that certain Condominium Declaration which is
recorded in the aforesaid Clerk's Office in Deed Book
2398 at page 356, and in the exhibits to said
Declaration and the amendments thereto, to which
Condominium Declaration and the exhibits and amendments
thereto reference is hereby made for a more particular
description thereof.

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each Unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change, affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit Additional Land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: [Signature]
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia at Large, on the 7th day of June, 19 91, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC
Shirley F. Pentziss

My commission expires: 02/12/93

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 26 day of June, 19 91 at 12542, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: [Signature] D. C.

BK 3009 PG 0109

2. There is hereby created in each additional Unit of Additional Land Fifty-two (52) Unit Weeks to be defined, used and identified in accordance with Article I of the Declaration.

3. The common element ownership and responsibility for common expenses with reference to each Unit of Additional Land shall be as set forth in Articles II and VII of the Declaration. This Amendment does not change, affect or alter an owner's percentage interest, proportionate share of common expenses or voting rights in land previously submitted to the time share program pursuant to the Declaration.

4. All other provisions of the Declaration shall remain unchanged hereby and are in full force and effect, including but not limited to, the right of Burlage Corporation to submit Additional Land to the time share program in the future.

IN WITNESS WHEREOF, Burlage Corporation has caused this amendment to be executed by its President, pursuant to due authority.

BURLAGE CORPORATION, a Virginia corporation

By: [Signature]
L. Charles Burlage, President

COMMONWEALTH OF VIRGINIA
AT LARGE

Subscribed and sworn to before me, a Notary Public in and for the Commonwealth of Virginia at Large, on the 17th day of July, 1991, in the City of Virginia Beach, by L. Charles Burlage, President of Burlage Corporation, a Virginia corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC
Shirley F. Fentriss

My commission expires:

February 12, 1993

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 7 day of Aug, 1991 at 223, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By: [Signature] D. C.

AMENDMENT TO DECLARATION OF TIME SHARE PROGRAM OF
BARCLAY TOWERS II, A TIME SHARE

This Amendment to the Declaration of Time Share Program BARCLAY TOWERS, II, A TIME SHARE, made this 17th day of July, 1991, by BURLAGE CORPORATION, a Virginia corporation.

W I T N E S S E T H:

WHEREAS, BURLAGE CORPORATION has filed a Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, dated May 23, 1988, and recorded June 1, 1988, in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2736 at page 1463 (the "Declaration").

WHEREAS, BURLAGE CORPORATION wishes to amend the aforesaid Declaration to add to the time share program a portion of the Additional Land described in Exhibit E to the Declaration, as permitted by Article XII of the Declaration.

NOW THEREFORE, the Declaration of Time Share Program of BARCLAY TOWERS II, A TIME SHARE, is hereby amended as follows:

1. The following Additional Land is hereby added to the time share program:

Unit Number 232, as shown on that certain plat recorded in the Clerk's Office of the City of Virginia Beach, Virginia, in Deed Book 2387, at pages 1306 and 1307, in that certain Condominium entitled Barclay Towers, a Condominium, located in the City of Virginia Beach, Virginia, together with the undivided interest in the common elements relating thereto, all as more particularly described, designated shown in that certain Condominium Declaration which is recorded in the aforesaid Clerk's Office in Deed Book 2398 at page 356, and in the exhibits to said Declaration and the amendments thereto, to which Condominium Declaration and the exhibits and amendments thereto reference is hereby made for a more particular description thereof.