

**AMENDED AND RESTATED
DECLARATION OF JOINT USE AND RESERVATION SYSTEM**

This AMENDED AND RESTATED DECLARATION OF JOINT USE AND RESERVATION OF INDIAN COVE RESORT ("Declaration") is made this 26th day of June, 2019, by Indian Cove Resort Association, Inc. (the "Association")."

WITNESSETH

WHEREAS, Real-Tronic Corporation, a Virginia corporate (the "Declarant"), submitted to record various restrictive covenants by Declaration of Joint Use and Reservation System (the "Original Declaration"), recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2133, at Page 395, on August 4, 1989, and the same has been amended and/or supplemented from time to time; and

WHEREAS, the Original Declaration may be amended by a majority of the votes entitled to be cast by the Association's Members present or represented by proxy at a meeting of the Members at which a quorum is present pursuant to Section 6.3(c) of the Original Declaration.

NOW, THEREFORE, the Association does hereby Amend and Restate the Original Declaration of Joint Use and Reservation System in the following manner:


SECTION 1 - DEFINITIONS

1.1. **Defined Terms.** The capitalized terms defined in this Section shall have the respective meanings set forth below for purposes of this Declaration, unless otherwise specifically defined or unless the content expressly requires another meaning.

1.2. **Camping Lot.** A campsite or tent site in Indian Cove Resort, whether now existing as such or hereafter designated as such by supplemental Declaration. The campsites and tent sites initially designated as Camping Lots by the Developer include those shown on the site plans included with Exhibit 1 attached to this Declaration.

1.3. **Clerk's Office.** The Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia.

GPIN: 2423-35-8080
Prepared by and Return to: Indian Cove Resort Association, Inc.
1053 Sandbridge Road
Virginia Beach, VA 23456


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City of Virginia Beach
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TINA E. SINNEN, CLERK

1.4. Common Area. Those portions of Indian Cove Resort (as defined in Section 1.7) which are not Camping Lots and which are intended to be devoted to the common use and enjoyment of the Owners and others, including improvements and facilities thereon.

1.5. Day. A period of 24 consecutive hours commencing at 12:00 noon on one day and ending at 12:00 noon on the following day; provided, however, that the first day of each Reservation Period shall commence at 2:00 p.m. and the last day of each Reservation Period shall end at 10:00 a.m.

1.6. Declaration. This Declaration of Joint Use and Reservation System, setting forth the description of the Joint Use System and other matters relating thereto, executed by the Association and recorded in the Clerk's Office; together with supplemental Declarations, if any, which may be executed by the Association and recorded in the Clerk's Office.

1.7. Indian Cove Resort. The real property situated in the City of Virginia Beach, Virginia, which includes the Camping lots and Common Area to which this Declaration applies, and which is more specifically described in Exhibit 1 attached hereto.

1.8. Majority in Interest. An Owner or Owners who own in the aggregate at least fifty-one (51%) of the Undivided Interests as of the time when the Majority in Interest is being determined.

1.9. Owner. A person to whom the Association and/or individual Owner/Member has conveyed an Undivided Interest.

(a) Exclusive Owner. An Owner who acquired from the Developer an Undivided Interest which is stated in the deed to such Owner to be the interest of an Exclusive Owner, and which Undivided Interest is acquired in exchange for such person's unit owner's interest in the condominium regime previously applicable to the Indian Cove campground condominium; such person thereby becomes entitled to the use, occupancy and enjoyment rights accorded an Exclusive Owner by this Declaration; and the term includes such person's successors in title until such time, if ever, as the Exclusive Owner shall have exchanged the Undivided Interest pursuant to Section 8.

(b) Owner. An Owner who purchased from the Developer, the Association or from another Owner an Undivided Interest, and who thereby becomes entitled to the use, occupancy and enjoyment rights accorded an Owner by this Declaration; and the term includes such person's successors in title.

1.10. Quorum. Except as otherwise provided by law or in the Articles of Incorporation, at any meeting of the Members of the Resort Association, the presence in person, by ballot, by electronic means or by proxy of the holders of 5% of the total number of memberships existing on the date the notice of the meeting is distributed to the members shall constitute a quorum for the transaction of business.

1.11. Reservation Period. A period of one or more days for which an Owner has made a reservation for the use of a Camping Lot, in accordance with the Joint Use System described herein.

1.12. Resort Association. The Indian Cove Resort Association, Inc., a Virginia non-stock corporation organized to administer the reservation system and other aspects of the Joint Use System.

1.13. Service Period. A period of four hours from 10:00 a.m. until 2:00 p.m., commencing at the end of a Reservation Period and ending at the beginning of the next Reservation Period. The Service Period may be used by the Resort Association to clean and otherwise service the Camping Lots.

1.14. Undivided Interest. An undivided fee simple share or fractional interest, as a tenant in common with other Owners, in Indian Cove Resort. At any given time, each Undivided Interest shall be a fractional interest determined in accordance with the provisions of Section 2.

SECTION 2 - JOINT USE SYSTEM

2.1. Establishment of System. The Joint Use and Reservation System (the Joint Use System) applies to all Owners of Undivided Interests, and is hereby established for the purpose of enhancing and protecting the value, desirability, and enjoyment of the Indian Cove Resort and the interests therein to be conveyed. The Joint Use System, and all limitations, restrictions, covenants and conditions set forth herein, are intended to run with the land including specifically the Undivided Interests, and to inure to the benefit of and be binding upon each such Undivided Interest created pursuant to this Declaration and on all parties having or acquiring any right, title, interest, or estate therein.

2.2. Undivided Interests. The Undivided Interests created by this Declaration are joint interests in real property, with each Owner owning in fee simple absolute an undivided interest in Indian Cove Resort as a tenant in common with other Owners. Each Undivided Interest represents a present interest in the property comprising of Indian Cove Resort.

2.3. Number of Undivided Interests. There are hereby established 3,000 Undivided Interests in Indian Cove Resort, each of which, immediately following the recordation in the Clerk's Office of this Declaration.

2.4. Rights and Obligations. Each Owner of an Undivided Interest shall have the rights and privileges of an Owner of real property, except that the Owner's right to use and enjoy Indian Cove Resort shall be subject to and limited by the provisions of this Declaration. By accepting conveyance of an Undivided Interest, each Owner agrees to the limitations and restrictions on the use and enjoyment of Indian Cove Resort imposed by or in accordance with this Declaration for the mutual benefit of all Owners, which limitations and restrictions are covenants running with the land; and each Owner accepts the responsibilities and obligations imposed by this Declaration, which are covenants running with the land.

SECTION 3 - EXCLUSIVE OWNERS

3.1. General Provisions. The provisions of this Section 3 shall apply only to each Owner who is an Exclusive Owner, and shall not be applicable to other Owners.

3.2. Exclusive and Non-Exclusive Use. Each Owner shall have the rights of use and occupancy described below. No Owner shall occupy a Camping Lot or use the Common Area, or exercise any other rights of ownership with respect to Indian Cove Campground, other than the rights provided herein. Each Owner shall keep the selected Camping Lot and Common Area used by the Owner in good condition and repair.

(a) Selected Camping Lot. Each owner shall have the exclusive right to use and occupy the Camping Lot selected by the Owner at the time such person acquires an Undivided Interest in Exchange for the unit owner's interest in the terminated condominium, as described in Section 1.9(a), subject to the provisions of this Declaration. Each Owner may use the selected Camping Lot for those purposes and uses permitted by law and applicable governmental rules and regulations.

(b) Use of Common Area. Each Owner shall have the non-exclusive right to use and enjoy the Common Area, subject to the provisions of this Declaration. In addition, each Owner may obtain six (6) guest cards permitting guests of the Owner to have non-exclusive use of the Common Area, subject to the provisions of this Declaration.

(c) Lease of Rights. Each owner may make his or her rights of use and occupancy under this Declaration available to others, by lease or otherwise, so long as such rights are not hereby enlarged beyond the rights available to the Owner.

3.3. Rules and Regulations.

(a) Each Owner shall use and occupy the selected Camping Lot and the Common Area in accordance with the rules and regulations promulgated from time to time by the Resort Association for the purpose of implementing the Joint Use System. Subject to matters set forth herein, the rules and regulations may provide for the following matters:

(1) Appropriate use charges for the use of specific facilities and amenities;

(2) Charges for extra or incidental services or benefits, including food services, purchased goods, and the like;

(3) Such other matters, guidelines and restrictions as may be reasonably necessary to insure the maximum availability of all such facilities and amenities comprising the Common Area for use by the Owners.

(b) The rules and regulations in effect from time to time will be made available to each Owner.

SECTION 4 - OWNERS

4.1. General Provisions. The provisions of this Section 4 shall apply to each Owner but shall not be applicable to Exclusive Owners.

4.2. Exclusive and Non-Exclusive Use. Each Owner who obtains a reservation for use of a Camping Lot during the Reservation Period shall have the rights of use and occupancy described below. No Owner shall occupy a Camping Lot or use the Common Area, or exercise any other rights of ownership in respect to the Indian Cove Resort, other than the rights provided herein. Each Owner shall keep the assigned Camping Lot and Common Area used by the Owner in good condition and repair.

(a) Owner. An Owner shall have (i) the exclusive right to use and occupy the Camping Lot assigned to the Owner in accordance with the provisions of the Joint Use System, together with (ii) the non-exclusive right to use and enjoy the Common Area, all subject to the provisions of this Declaration.

4.3. Available Camping Lots. The Camping Lots available to be reserved by Owners shall not include Camping Lots selected by Exclusive Owners.

4.4. Reservations Required. The use of any Camping Lot is dependent upon a reservation for use of a Camping Lot. An Owner may obtain a reservation for a Camping Lot in advance, by writing or calling the Resort Association. Any Owner may reserve a Camping Lot at the time the Owner arrives at Indian Cove Resort, if there are any unreserved Camping Lots available at such time. All reservations, whether made in advance of arrival or obtained at the time of arrival are made on a first-come, first-served basis only, so long as the Owner applying for a reservation has not exceeded the applicable limitations on reservations set forth in Section 4.5 and any applicable rules or regulations promulgated by the Resort Association.

(a) Assigned Camping Lot. Except to the extent provided below, the designation of the specific Camping Lot to be occupied by an Owner during the Reservation Period shall be assigned to the Owner upon arrival at Indian Cove Resort at the beginning of the Reservation Period. Where practicable, the Resort Association will permit such Owner to select the Camping Lot to be assigned from those Camping Lots which will be available during the Reservation Period, unless such Owner has no preference among the available Camping Lots.

(b) Advance Assignment. In the sole discretion of the Resort Association, it may offer to Owners at any time or from time to time the opportunity to obtain an advance assignment of a specific Camping Lot at the time such Owner makes an advance reservation. In such event, the Resort Association will notify the Owner of the availability of the advance assignment opportunity when the Owner makes the advance reservation.

4.5. Limitations on Reservations. The Resort Association may adopt Bylaws or rules and regulations which impose such reasonable restrictions and limitations on the use of reservations as maybe appropriate for the maximum enjoyment of the Camping Lots and the Common Area by the greatest majority of the Owners, such as limitations on the number of days in advance of use

that a reservation may be made, the number of consecutive days' use that may be reserved, and the like.

4.6. Vacating Camping Lot. Each Owner shall vacate the assigned Camping Lot and the Common Area at the termination of the Owner's Reservation Period, remove all persons and property there-from, leave the Camping Lot in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may be established from time to time in rules and regulations promulgated by the Resort Association.

4.7. Special Use of Camping Lot. To the extent that there is no material infringement on the rights of all Owners to use and enjoy the Camping Lots for use by Owners in accordance with the provisions of this Declaration, the Resort Association may provide for the use of Camping Lots by guests of Owners and by others, on such terms and conditions as may be determined by the Resort Association.

4.8. Use of Common Area. Each Owner shall have non-exclusive use of the Common Area during such Owner's Reservation Period. In addition, Owners (who do not hold a Reservation Period), guests of Owners, and other persons shall enjoy such use of the Common Area as may be determined from time to time by the Resort Association.

4.9. Rules and Regulations.

(a) Each Owner shall use and occupy the assigned Camping Lot and the Common Area in accordance with the rules and regulations promulgated from time to time by the Resort Association for the purpose of implementing the Joint Use System. Subject to matters set forth herein, the rules and regulations may provide for the following matters:

(1) Frequency of use of specific facilities and amenities, and appropriate use charges therefore;

(2) Charges for extra or incidental services or benefits, including food services, purchased goods, and the like;

(3) Number and frequency of guests allowed, and guest fees;

(4) Provision for the use of facilities by non-Owners, including (in addition to guests of Owners) persons who participate in campground exchange programs approved by the Developer and the Resort Association; and

(5) Such other matters, guidelines and restrictions as may be reasonably necessary to ensure the maximum availability of all such facilities and amenities comprising the Common Area for use by the Owners.

(b) The rules and regulations then in effect will be made available to each Owner at the beginning of such Owner's Reservation Period; and a copy may be obtained by any Owner at any

time by written request to the Resort Association and upon payment in advance of any fee necessary to defray costs of printing and distribution.

SECTION 5 - INDIAN COVE RESORT ASSOCIATION, INC.

5.1. **Organization and Management.** Indian Cove Resort Association, Inc. was organized under Virginia law for the purposes of co-coordinating certain matters among the Owners, and exercising the rights given to the Resort Association. The management of the affairs of the Resort Association shall be vested in its Board of Directors, which shall be elected in the manner provided from time to time by the Articles of Incorporation of the Resort Association, including amendments thereto.

5.2. **Membership.** Each Owner shall be a member of the Resort Association; provided, however, that such membership is not intended to apply to those persons who hold an Undivided Interest merely as security for the performance of an obligation to pay money or for the performance of any related obligations associated with the maintenance of the security property, until such time, if ever, as such person may become a legal owner of an Undivided interest through having realized on the security or lien interest. Membership in the Resort Association is appurtenant to and may not be separated from ownership of an Undivided Interest. Where an Undivided Interest is owned by more than person or by an entity, the membership in the Resort Association shall be determined as follows:

(a) Where only two persons jointly own an undivided interest, only one of such persons shall be considered owner/members.

(b) Where three or more persons jointly own an Undivided Interest, the membership in the Resort Association shall be issued to only one of such persons.

(c) Where a corporation, partnership, joint venture or other entity owns an Undivided Interest, the membership in the Resort Association shall be issued to only one individual person who is selected by such entity.

(d) Where an interest passes under the will of a deceased person or by the laws of intestacy to more than one person, the membership in the Resort Association shall belong to only one of such persons.

(e) The Bylaws of the Resort Association shall make provision for determining how such membership is to be recognized in the case where there is more than one person holding a single Undivided Interest in a Camping Lot; where the Undivided Interest is owned by a corporation, partnership, or other entity; and in all other such cases.

5.3. **Voting Rights of Members.** Each Membership is entitled to one vote, by the member, as to all matters to which members are entitled to vote, whether under this Declaration or by law. The vote of the majority of votes entitled to be cast by members present, by ballot, by electronic means or represented by proxy at a meeting at which a quorum is present, voting together shall be the act of the members.

5.4. Suspension of Voting Rights. The voting rights of any member of the Resort Association may be suspended by action of the Board of Directors of the Resort Association during the period when any dues or assessments validly levied against such member or any late charges, interests or collection costs with respect to such dues or assessments shall remain delinquent and unpaid; but upon payment of all such delinquent dues and assessments and all late charges, interest, and collections costs the voting rights and privileges of such member shall automatically be restored.

5.5. Family Guest Privileges. The members of an Owner's immediate family (defined below) shall have the same membership privileges in the Resort Association as the Owner, except that the rules and regulations of the Resort Association relating to the number and frequency of guests allowed shall be applied to the family as a whole. For purposes of this provision, the term "immediate family" shall include a member's spouse and dependent children.

5.6. Dues and Assessments.

(a) The Board of Directors shall, among other powers, have the power to levy annual dues as of May 1 of each year for the ensuing 12 months, and special assessments from time to time, in order to provide funds for the expenditures to be made by the Resort Association, including the following:

- (1) Property taxes assessed against the Camping Lots and Common Area;
- (2) Premiums for taking out and maintaining casualty and liability insurance policies on behalf of the Resort Association applicable to the Camping Lots and Common Area (to the extent owned or leased by the Resort Association);
- (3) Maintenance, cleaning and repairing the Common Area, including all amenities and facilities, and for the maintenance and repair of certain designated aspects of the Camping Lots which aspects directly affect the overall condition and appearance of Indian Cove Resort;
- (4) Acquisition, construction, management, maintenance and care of Common Area amenities, facilities and improvements;
- (5) Administrative or other costs incurred in its operations or in the discharge of its duties and responsibilities;
- (6) Fees incurred under the management contract referred to in Section 5.8; and
- (7) Appropriate reserves to provide for payment of the foregoing items.

5.7. Duties of Association. The Resort Association shall further and promote the welfare of Indian Cove Resort, and be responsible for operation of the Joint Use and Reservation System. In discharge of its overall responsibilities, the Resort Association shall, among other things and subject to the provisions of this Declaration:

(a) Provide for the orderly use of the Camping Lots and the Common Area by Owners, guests of Owners, and non-Owners, including persons who participate in campground exchange programs approved by the Association;

(b) Provide for the management and maintenance of the Indian Cove Resort, and for the operation and management of the Joint Use System described in and established by this Declaration;

(c) Act on behalf of all owners in matters of contract or otherwise, which affect or relate to Indian Cove Resort;

(d) Enter into service contracts.

(e) Furnish to Owners and others copies of this Declaration, certificates referred to in Section 7.6, and other information relating to the Joint Use System described herein, upon payment by the Owner or others of such fees as may be established by the Resort Association for such services;

(f) Maintain appropriate financial records accounting for the collection of dues and assessments and expenditures thereof, which records or appropriate summaries thereof will be made available to the members in accordance with the Bylaws of the Resort Association or as otherwise required by law;

(g) Collect all dues and assessments imposed on members of the Resort Association; and

(h) Perform such other acts as may be appropriate for the orderly operation and management of Indian Cove Resort.

5.8. Management Matters. The Resort Association may enter into management agreements with one or more entities selected by it to discharge its responsibilities and duties for the management, operation and maintenance of Indian Cove Resort.

SECTION 6 - ANNUAL DUES AND ASSESSMENTS

6.1. Annual Dues and Special Assessments. Subject to the provisions of its Bylaws, the Resort Association may levy annual dues as of May 1 of each year for the ensuing 12 months against each member of the Resort Association and special assessments from time to time against each member of the Resort Association all in accordance with the following provisions.

6.2. Annual Dues. The amount of the annual dues for the period from the time an Owner acquires an Undivided Interest to the immediately following April 30 shall be established at the time the Owner acquires the Undivided Interest. For each 12-month period thereafter, from May 1 through the succeeding April 30 (the "Dues Year"), the amount of the annual dues shall be determined by the Resort Association in accordance with the provisions of its Bylaws; and such amount shall be announced to the Owners. In the event no such announcement is made, the amount

of dues as of May 1 for the ensuing 12 months shall be deemed to be the same as the amount set forth in the immediately preceding announcement and recorded notice.

6.3. Special Assessments. In the event the Resort Association makes any special assessments, the amount thereof and date for payment shall be announced to the Owners.

6.4. Interest Charged on Unpaid Dues and Assessments. In the event that any annual dues or special assessments made by the Board of Directors is not paid within thirty (30) days after the due date, the Owner of the Undivided Interest with respect to such unpaid annual dues or special assessments shall be obligated to pay interest, at the rate specified, from time to time, in the bylaws of the Resort Association, on the amount of said unpaid annual dues or special assessments from the date due until paid in full, together with such expense, including without limitation, attorney's fees, incurred by the Association in collecting said unpaid annual dues and special assessments as are from time to time specified in the bylaws of the Resort Association.

SECTION 7 - LIEN FOR UNPAID DUES AND ASSESSMENTS

7.1. General Provisions. To the extent that the provisions of this Section 7 are not inconsistent with provisions of law relating to the subject matter hereof and applicable to Indian Cove Resort, the following provisions shall be applicable to each Owner with respect to annual dues and special assessments which remain unpaid or are delinquent

7.2. Lien for Unpaid Amounts. The Resort Association shall have a lien on each Undivided Interest for unpaid annual dues and special assessments levied against the Owner of such Undivided Interest as a member of Resort Association and all late charges, interest and collection costs related thereto. Such lien, when perfected in the manner described in this Section 7, shall be prior to all other liens and encumbrances except (i) real estate tax liens on Indian Cove Resort, (ii) liens and encumbrances recorded prior to the perfection of this lien, and (iii) any sums unpaid on any first mortgages or first deeds of trust recorded prior to the perfection of this lien and securing institutional lenders.

7.3. Perfection of Lien. In order to perfect the lien given by this Section 7, the Resort Association shall file in the Clerk's Office, before the expiration of 90 days from the time any such annual dues or special assessments shall become due and payable, a memorandum verified by the oath of any officer of the Resort Association and containing the following information:

(a) A description of Indian Cove Resort;

(b) The name or names of the persons owning the Undivided Interests as to which the annual dues or special assessments have become delinquent;

(c) The amount of unpaid annual dues and special assessments currently due or past due (including late charges, collection costs and the date from which the rate at which interests has or will accrue on the unpaid amounts) and applicable to such Undivided Interest, together with the date when each fell due; and

(d) The date of issuance of the memorandum.

7.4. Release of Lien. When payment or satisfaction is made of the obligations secured by the lien perfected in accordance with the provision of this Section 7, such lien shall be released in accordance with the provisions of Section 55-66.3 of the Code of Virginia (1950), as amended, including any successor provision thereto. For purposes thereof, any officer of the Resort Association or its managing agent shall be deemed to be the duly authorized agent of the lien creditor.

7.5. Other Remedies. Nothing in this Section 7 shall be construed to prohibit the recovery of sums for which this Section 7 creates a lien; nor to prevent the Resort Association from following and using other remedies which it may have available, either at law or in equity.

7.6. Certificate of Payment. Any Owner shall be entitled, upon request, to a recordable statement setting forth the amount of unpaid annual dues or special assessments (including late charges, interest and collection costs) currently of levy against the Undivided Interest owned by such Owner. Such request shall be in writing, and shall be delivered to the principal office of the Resort Association. Such statement, when signed on behalf of the Resort Association shall be conclusive and binding on the Resort Association as to the payment or non-payment of such dues and assessments (including late charges, interest, and collection costs) with respect to the Undivided Interest of such Owner.

SECTION 8 - EXCHANGE OF EXCLUSIVE OWNER'S RIGHTS.

8.1. Exchange Privilege. An Exclusive Owner shall have the right to exchange such Owner's Undivided Interest and related rights under this Declaration for eight (8) Undivided Interests. Such exchange privilege shall be exercised by delivering to the Association (or its successor) a written request for such an exchange. There shall be no exchange privilege for an Owner to exchange an Undivided Interest for an Undivided Interest as an Exclusive Owner; and once an Exclusive Owner has exchanged his or her Undivided Interests as an Owner, such Owner may not thereafter exchange Undivided Interests to become an Exclusive Owner.

8.2. Exchange Documents. The Association, at the Owner's expense, prepares such documents as may be necessary to give effect to the exchange authorized in this Section 8, and shall record in the Clerk's Office an appropriate deed of exchange or other document necessary to give effect to such exchange. Such deed of exchange or other document shall be sufficient for the purpose if it incorporates reference to this Section 8, and shall be effective when they shall have been recorded in the Clerk's Office.

8.3. Effect of Exchange. From and after the effective time of the Exchange of Undivided Interests pursuant to this Section 8, the Exclusive Owner who exchanges his or her Undivided Interest shall no longer have any rights as an Exclusive Owner, but shall have for each of the eight (8) undivided Interests received in exchange therefore the rights and obligations of an Owner as provided in this Declaration.

8.4. Reservation of Undivided Interests. The Association shall retain a sufficient number of Undivided Interests in order to be able to convey to each Exclusive Owner the eight (8) Undivided Interests as an Owner in exchange for such person's Undivided Interest as an Exclusive Owner.

SECTION 9 - TERMINATION OF JOINT USE SYSTEM

9.1. General Provisions. To the extent that the provisions of this Section 9 are not inconsistent with provisions of law relating to the subject matter hereof and applicable to Indian Cove Resort, the following provisions shall be applicable to the Joint Use System established by this Declaration.

9.2. Notice of Termination. Notice of a proposed termination of the Joint Use System established by this Declaration shall be given to all Owners at least thirty (30) days prior to the time a termination agreement is recorded in the Clerk's Office. Notice shall be deemed to have been given to the Owners when addressed to them at their respective addresses according to the records of the Resort Association, and deposited in the United States mail, first class postage prepaid.

9.3. Termination Agreement. The Joint Use System established by this Declaration may be terminated by written agreement of Owners who comprise a Majority in Interest. The termination agreement shall specify a date upon which it shall become void, unless it is recorded before that date in the Clerk's Office.

9.4. Effect of Termination Agreement. If the termination agreement sets forth the material terms of a contract or proposed contract under which Undivided Interests in Indian Cove Resort equal to the total number of Undivided Interests is to be sold and designates a trustee to effect the sale, the termination agreement becomes effective upon recordation, and title to the Undivided Interests vests upon termination in the trustee for the benefit of the Owners, to be transferred pursuant to the contract. If the termination agreement does not set forth the material terms of a contract or a proposed contract under which the Undivided Interests in Indian Cove project equal to the total number of Undivided Interests is to be sold and designates a trustee to effect the sale, the termination agreement becomes effective upon recordation, and title to the Undivided Interests in Indian Cove Resort equal to the total number of Undivided Interests vests upon termination in the Owners in proportion to their respective interests, and liens on the Undivided Interests shall accordingly encumber those interests; and in this case, any Owner may thereafter maintain an action for partition or for allotment or sale in lieu of partition pursuant to the laws of this state.

9.5. Rights of Owners. Except as otherwise specified in the termination agreement, so long as the former Owners or their trustee holds title to the Undivided Interests equal to the total Undivided Interest, each former Owner and successor in interest shall have the same rights with respect to the use, enjoyment and occupancy in Indian Cove Resort that such person would have had if termination had not occurred, together with the same liabilities and other obligations imposed by the Declaration or by law.

9.6. Distribution of Proceeds. After termination of the Joint Use System and adequate provision for payment of the claims of creditors for expenses applicable to Indian Cove Resort and the Undivided Interest, distribution shall be made, in proportion to their respective interests, to the former Owners and their respective successors in interest of: (i) the proceeds of any sale pursuant to this provision, (ii) the proceeds of any personally held for the use and benefit of the former Owners, and (iii) any other funds held for the use and benefit of the former Owners.

SECTION 10 - MISCELLANEOUS MATTERS

10.1. Assignment of Rights. For purposes of this Declaration, the Association may assign and transfer in writing all or any of its rights here under to a successor in interest or other assignee, and any such assignment shall be effective to the extent expressly provided in such assignment.

10.2. Campground Exchange Programs. The Association may from time to time approve campground exchange programs for Indian Cove Resort. Persons authorized to participate in such exchange programs may be authorized by the Resort Association to enjoy the use and occupancy rights of Owners in the Camping Lots and the Common Area, provided the Owners receive substantially equivalent reciprocal privileges with such participating campgrounds.

10.3. Waiver of Partition. No Owner, creditor, or other person acquiring an Undivided Interest or any other interest in Indian Cove Resort shall seek or obtain through any legal process, judicial partition of Indian Cove Resort or any sale of Indian Cove Resort in lieu of partition, unless the Resort Association consents thereto after an affirmative vote of more than two-thirds of all votes cast by the members voting with respect thereto.

10.4. Transfer of Interest. Any Owner may sell or otherwise transfer the Undivided Interest subject, however, to the provisions of this Declaration (including any supplemental Declarations), and provided the purchaser or transferee of such Undivided Interest shall hold title subject to the provisions of this Declaration. Upon the recordation in the Clerk's Office of an instrument making or evidencing any transfer of an Undivided Interest, whether pursuant to this provision or any other provision of this Declaration, the Owner making such transfer shall cease to be a member of the Resort Association, and the transferee shall become a member of the Resort Association, subject to the provisions of this Declaration.

10.5. Prohibition against Leases. Except as otherwise expressly provided in this Declaration, no Owner shall lease the Undivided Interest, or grant a license or easement with respect to such Undivided Interest, for the purpose or having the effect of transferring rights of use and enjoyment of the Camping Lots and the Common Area from the Owner to another without a conveyance of such Owner's Undivided Interest.

10.6. Maintenance of Camping Lots. The Association may have access to each Camping Lot during a Service Period applicable to such Camping Lot for the purpose of performing necessary maintenance associated with such Camping Lot. Where the need for such maintenance (other than ordinary wear and tear) is attributable to an Owner or other such person using such Camping Lot, such Owner or other person shall be liable for the cost of such maintenance.

10.7. Enforcement.

(a) In the event that any Owner shall violate the terms of this Declaration, then the Association or any other Owner may bring action to recover damages or to enjoin such violation, or to specifically enforce this Declaration. The prevailing party in any such legal action shall be entitled to costs and attorneys' fees from the losing party.

(b) All remedies hereunder shall be cumulative and in addition to all other remedies available at law or equity; provided, however, that no breach of this Declaration by any Owner shall excuse any Owner from the performance of all the provisions of this Declaration, nor shall such breach entitle any other Owner to terminate this Declaration.

10.8. Supplements and Amendments. Except as provided below, the Declaration, and any subsequent supplemental Declarations, may be amended at any time and from time to time by a supplemental Declaration signed by the Resort Association, which instrument shall become effective upon recordation in the Clerk's Office. Notwithstanding the foregoing, no supplemental Declaration shall amend the following sections of this Declaration without the consent of the Exclusive Owners who own in the aggregate at least two-thirds (2/3) of the Undivided Interests owned by all Exclusive Owners as of the time such supplemental Declaration is recorded in the Clerk's Office: Section 3; and Sections 6.1, 8.2, and this 10.8.

10.9. Severability. Should any provision be void or become unenforceable in law or equity, the remaining portions hereof shall remain in full force and effect.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

The undersigned President of the Association does hereby certify that this Amended and Restated Declaration of Joint Use and Reservation System was approved by a majority of the votes present in person or by proxy at a meeting of the Association at which a quorum of members was present as required by Section 6.3(c) of the Original Declaration.

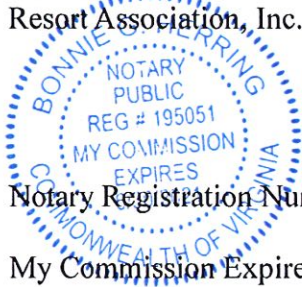
EXECUTED on the date first written above by the duly authorized officer of the Association.

INDIAN COVE RESORT ASSOCIATION, INC.,
a Virginia Nonstock Corporation

By: *Vincent Posey*
Vincent Posey, President

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Virginia Beach, to wit:

The foregoing instrument was acknowledged this 26th day of June,
2019, before me, the undersigned Notary Public, by Vincent Posey, President of Indian Cove
Resort Association, Inc.



Bonnie Kerrring
Notary Public

Notary Registration Number: #195051
My Commission Expires: June 30, 2021

EXHIBIT 1

INDIAN COVE RESORT

PROPERTY DESCRIPTION

Parcel I: ALL THAT certain tract, piece or parcel of land with the improvements thereon and appurtenances thereunto belonging, lying, situate and being in Princess Anne Borough, city of Virginia Beach, Virginia, and more particularly bounded and described as follows, to-wit:

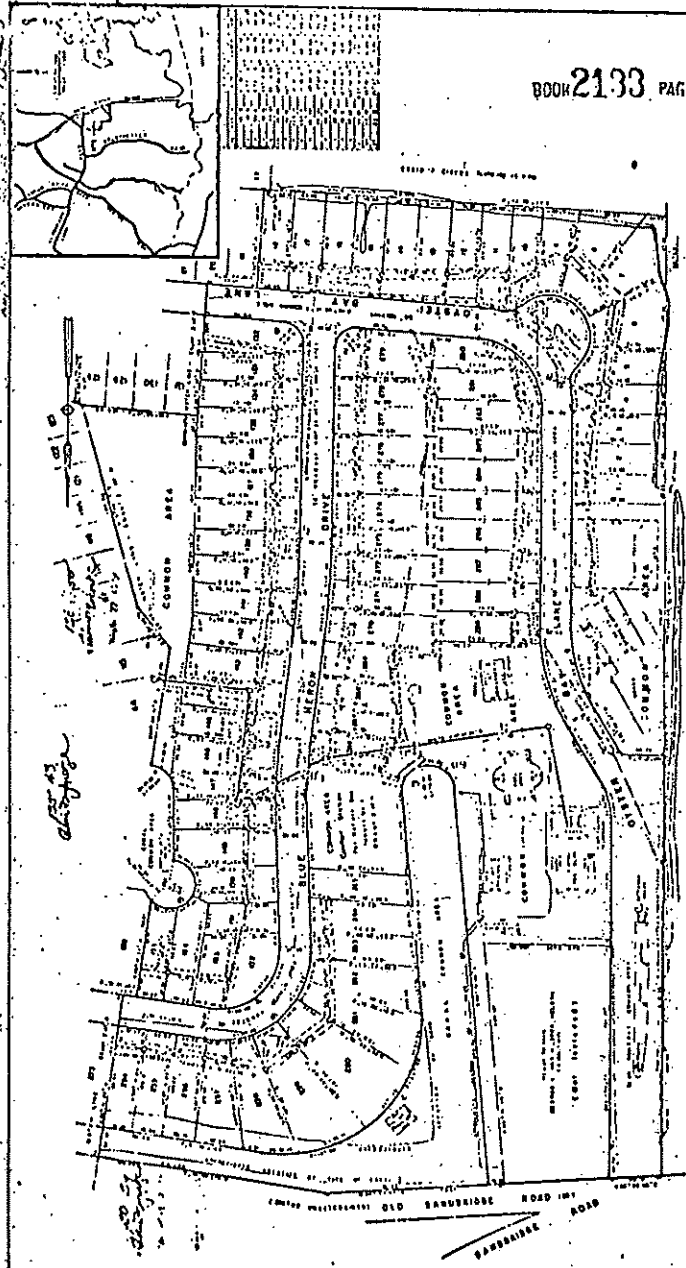
BEGINNING at a point on the South side of Sandbridge Road, which point is in the middle of a lane dividing the property herein conveyed from the property now or formerly belonging to Garrison, and from said point of beginning running thence down the middle of said lane due South 955.68 feet to a post; thence turning and running South 88 degrees East 395.34 feet to a post; thence turning and running due South 133.32 feet to a pine; then South 1 degree East 284.46 feet to a pine stump; thence South 6 degrees 30 minutes East 198 feet to a pine; thence South 12 degrees 30 minutes West 145.2 feet to a pine; thence South 35 degrees 30 minutes West 814.14 feet to a pine; thence South 57 degrees 153.12 feet to a post; thence South 51 degrees 30 minutes East 89.1 feet to a pine; thence South 50 degrees 45 minutes East 138.6 feet to a pine; thence South 58 degrees 30 minutes East 113.52 feet to a post; thence South 56 degrees 30 minutes East 156.42 feet to a pine; thence South 46 degrees 45 minutes East 204.6 feet to a pine; thence South 46 degrees 45 minutes East 104.94 feet to a post; thence South 60 degrees 30 minutes East 1728.54 feet to a post; the corner of now or formerly Simmons and Eaton. The same being in the center line of a ditch or slew; thence turning and running North 29 degrees 15 minutes East 429 feet to a point; thence North 34 degrees 30 minutes East 122.76 feet to a point; thence North 04 degrees East 16236 feet to a point; thence North 50 degrees West 195.36 feet to a point; thence North 12 degrees East 631.62 feet to a point; thence North 30 degrees West 52.8 feet to a point; thence North 23 degrees 30 minutes East 356.40 feet to a point; thence North 44 degrees 45 minutes East 117.48 feet to a point; thence North 20 degrees 30 minutes West 120.12 feet to a post, the corner of now formerly Simmons and Ackiss; thence turning and running North 60 degrees 30 minutes West 1201.2 feet to a post; thence, North 28 degrees 45 minutes West 1009.8 feet to a post, thence north 81 degrees 30 minutes West 176.88 feet to a point; thence North 81 degrees 30 minutes West 333.96 feet to a point; thence South 86 degrees West 330 feet along the Southern side of Sandbridge Road to the point of beginning.

The above conveyance includes all the right of the grantors herein in adjoining lanes, roads, marsh lands, waterways and all rights which the parties acquired by virtue of the deeds in the chain of title in the conveyance from James Eaton and Elizabeth Eaton, his wife, by deed dated August 14, 1856 and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 46, at page 23.

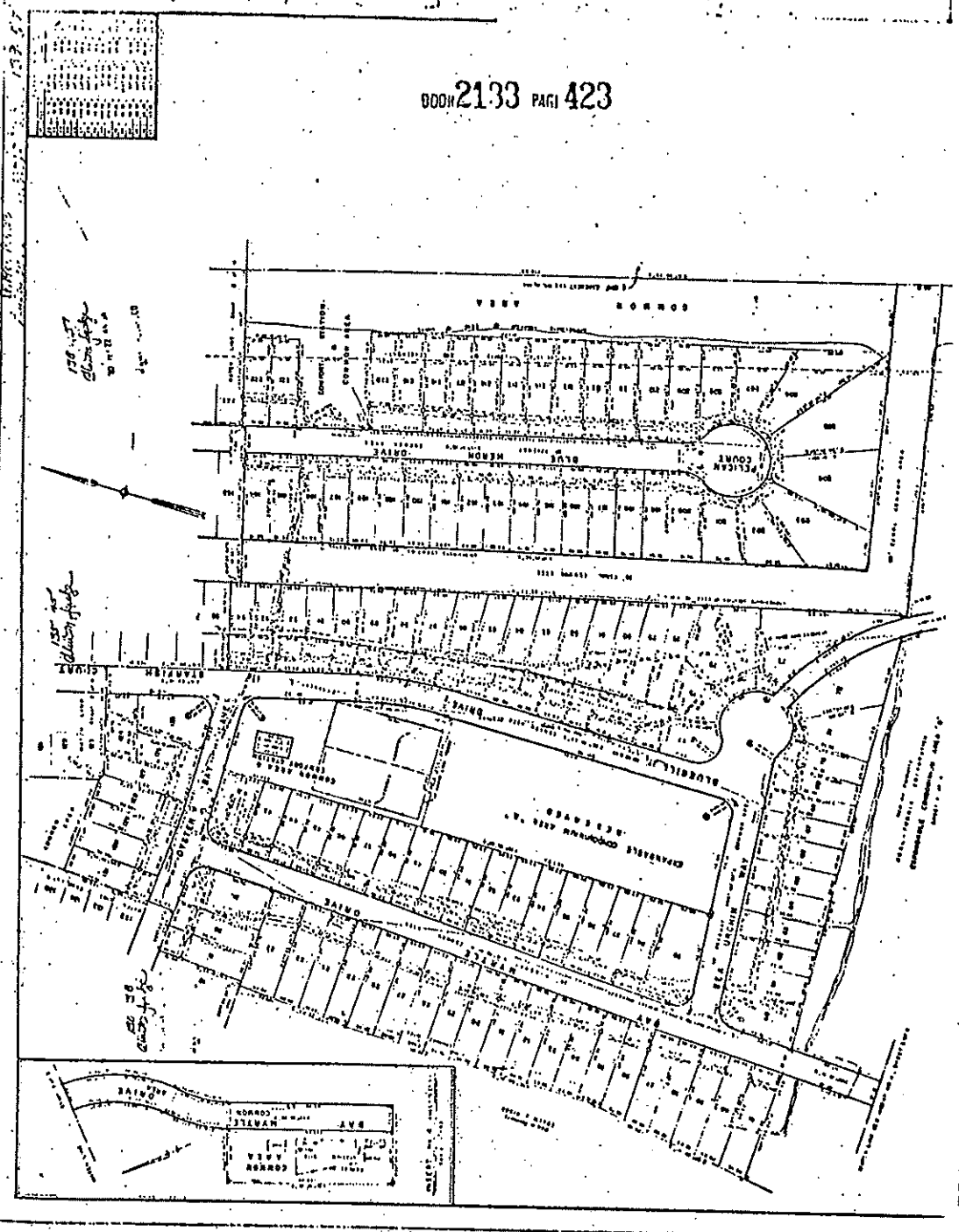
There is excepted from the conveyance any rights which the City of Virginia Beach may have in the canal running through this property. There is also excepted from the conveyance the parcel of land known as Home Lot and bounded and described as follows, to-wit:

BEGINNING at a pin on the Southern side of the Sandbridge Road, which pin as measured along the Southern side of the Sandbridge Road is 1722 feet from the center line of the Colechester Road and 50.12 feet from the dividing line between this property and the property of LaBarrer and from said pin running thence due South 231.5 feet to a pin; thence due East 125 feet to a pin; thence turning and running North 5 degrees 21 minutes West 238.62 feet to a pin the Southern side of the Old Sandbridge Road; thence turning and running along the Southern side of the Old Sandbridge Road South 86 degrees West 103 feet to a pin, the point of beginning.

Site plans showing the location of Camping Lots and Common Area as initially designated by the Developer are included as part of this Exhibit.



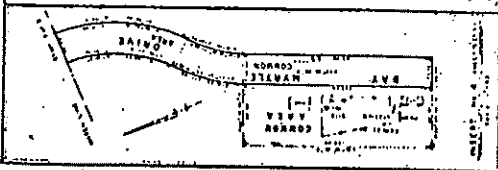
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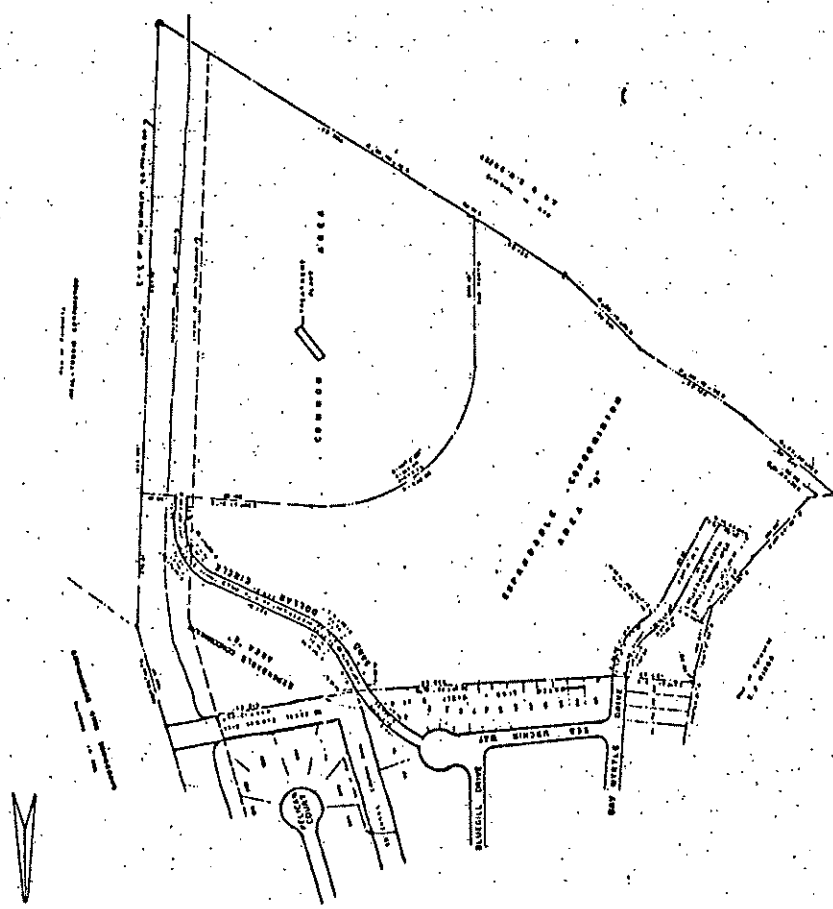


*178.00
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VIRGINIA, this 19th day of June, 1930, at Virginia Beach, Virginia, in the Clerk's Office of the Circuit Court of Virginia Beach, this instrument was received and upon certificate of acknowledgment thereto executed, admitted to record. The tax imposed by Par. 58-54.1 of the Code has been paid in the amount of \$.....

WITNESSES: J. CURTIS FRUIT, Clerk J. H. [Signature], Clerk D.C.

Rayman utal 7/12/30