

202301827

Tax Map Nos.: 18-C(1)-45- and
all the ones listed on attached Exhibit "A"

AMENDED AND RESTATED
WATER MANAGEMENT AGREEMENT
FOR
PLEASANT POINTE

This Amended and Restated Water Management Agreement (the "Agreement") is made this 28th day of January, 2023 by Pleasant Point Property Owners Association of Virginia, Inc., a Virginia nonstock corporation, (the "Association") and the Lot Owners listed on Exhibit "A", to be indexed as Grantors and Grantees.

WHEREAS, a Water Management Agreement was entered into between the Developer, Pleasant Pointe Real Estate Investment Trust, a Virginia Land Trust, and the Contractor, Chesapeake Harbor Water System dated June 30, 1987 and recorded in the Circuit Court Clerk's Office of Northumberland County, Virginia in Deed Book 269, at page 672 (the "Original Water Management Agreement") to provide an independent water system for the Pleasant Pointe development; and

WHEREAS, the Pleasant Pointe development is located in Northumberland County, Virginia, and contains 42 Lots, Common Areas and three designated well sites; and

WHEREAS, the Original Water Management Agreement binds the Lots in Pleasant Pointe, creating responsibilities and obligations for each Lot Owner; and

WHEREAS, the Association is the owner of four designated well sites, and 3 wells, as set forth in the Original Declaration of Restrictive Covenants recorded in the Clerk's Office of the Circuit Court of Northumberland County, Virginia, in Deed Book 269, at page 683 (the "Original Declaration"), the Association has responsibility for the maintenance of the three designated well sites; and

WHEREAS, the parties wish to amend and restate the Original Water Management Agreement; and

WHEREAS, the Association finds it in the best interest of the Association to amend and restate the Original Water Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and such other good and valuable consideration, the parties agree as follows:

Prepared by and Return to:
Susan B. Tarley, Esquire
VSB 28896
Tarley Robinson, PLC
4801 Courthouse Street, Suite 122
Williamsburg, VA 23188

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ARTICLE I Applicability

1.1. This Agreement only amends and restates the Original Water Management Agreement for the Lots set forth on Exhibit "A". Any Lot in Pleasant Pointe that is not listed on Exhibit "A" shall continue to be bound by the Original Water Management Agreement.

1.2. Each Lot and the Lot Owner as set forth on Exhibit "A" shall be subject to this Agreement as evidenced by the signature of the Lot Owner hereto attached as Exhibit "B".

ARTICLE II Definitions

The following definitions shall be applicable to this Amended and Restated Water Management Agreement:

2.1. "Pleasant Pointe Water System" or "Water System" shall mean the artesian wells, pumps, tank, pump houses, shed, generator, mains, water lines, and outlets, excepting therefrom, any water line that pipes water from the main or primary underground pipe to a dwelling unit.

2.2. "Lot Owners Water Line" shall mean the water line that pipes water from the Lot-Specific Cutoff Valve on at the main or primary underground pipe to a dwelling unit. Such Lot-Specific Cutoff Valve is included in the Lot Owner Water Line.

ARTICLE III Association Responsibility

3.1. The Association shall be responsible for the testing, maintenance, and repair of the Pleasant Pointe Water System to keep the same in good and working order, to provide water services to each Lot, to provide adequate pressure at all points on the water mains of the Water System according to applicable state and local regulations. "Adequate pressure" shall mean 20 pounds per square inch from the point of origin of the well source. Notwithstanding the foregoing, the Association shall not be responsible for any interruption in service or the failure of the system due to matters beyond the Association's control, or as set forth herein.

3.2. The Association may deem it necessary to interrupt or suspend delivery of water for the purpose of inspecting the system, substations, or other apparatus, or making repairs or alterations thereon or connections, and each Lot Owner agrees to such interruption or suspension.

3.3. The Association shall maintain adequate liability insurance for the Pleasant Pointe Water System as set forth in the Bylaws for the Association. The Association and the Board shall not be liable for failure to obtain any insurance coverage required by this Article or for any loss or damage resulting from such failure: (i) if the failure is due to the unavailability of such coverage

from reputable insurance companies; (ii) if the coverage is only available at demonstrably unreasonable costs; or (iii) if the Association's insurance professionals advise that such coverage required herein is not necessary.

3.4. The Association shall have a water quality test conducted at a minimum of twice annually on each well, and the results of such testing shall be made available to all Lot Owners.

3.5. The Pleasant Pointe Water System shall be operated, maintained, tested, and repaired in compliance with local and state health department regulations for a private, non-regulated water system.

3.6. The Association may expand the Water System as necessary to provide water service to Lots which shall include without limitation, the right to drill additional wells to keep the number of connections per well at a level in accordance with applicable state and local regulations.

3.7. The Association's easement of access for the Water System via the fifteen foot (15') in width utility easement adjacent to all roads, and the ten foot (10') in width utility easement on both sides of all side lines is hereby affirmed for all purposes related to the Association's responsibilities hereunder.

ARTICLE IV Lot Owner Responsibility

4.1. Each Owner hereby grants the Association the exclusive right to furnish primary water to the Owner's Lot unless such Owner elects to opt-out of use of the Water System and provide their own water. To opt-out of the Water System, the Owner shall notify the Association in writing. If an Owner opts-out of the Water System, the Owner shall not be subject to this Agreement.

4.2. Each Owner shall pay a hookup fee of Three Thousand Two Hundred Dollars (\$3,200.00) to the Association prior to the Association providing a connection to the Pleasant Pointe Water System. Upon the Owner's payment of the hookup fee, the Association will: (i) provide the Owner with written approval (may be electronic) for the hook up, and (ii) coordinate the installation of a Lot-Specific Cutoff Valve on the main water line near the Lot. The Owner may then install the Lot Owners Water Line to supply water to the dwelling. The hookup fee shall increase each year in accordance with the Consumer Price Index, using the prior year as the base year. If there is a net decrease in the cost of living, or if it remains the same, in any base year, there shall be no adjustment in the hookup fee for the following year.

4.3. Each Owner shall install, at their expense, an in-house bladder type pressure storage tank to minimize fluctuations in water pressure to other Owners on the Pleasant Pointe Water System. The Owner shall be responsible for maintenance, repair, and replacement of their in-house bladder type pressure storage tank and the Lot Owners Water Line.

4.4. Each Owner shall limit their water use to no more than 6000 gallons of water per month, unless specific written approval is given by the Association. Excessive use of water from the Water System beyond normal household requirements is not permitted. Lawn and garden irrigation, and swimming pools are beyond normal household requirements, and Owners shall not use water from the Water System for these purposes. If an Owner uses more than 6000 gallons of water per month, the Association is authorized to install a water meter at the Owner's expense to measure and monitor water use. Any Owner using more than 6000 gallons of water shall pay the Association an overage fee of Ten Dollars (\$10.00) for each 1000 gallons of water or fraction thereof in excess of the 6000 gallons. The overage fee may be increased from time to time as determined by the Association.

4.5. Each Owner shall pay an annual fee to the Association for use of the Pleasant Pointe Water System. The current annual amount is Two Hundred Twenty-five Dollars (\$225.00) which may be increased from time to time by the Board to correspond with any increases experienced by the Association in operating, maintaining and repairing the Pleasant Pointe Water System. The annual fee shall be paid each year on the due date determined by the Board of Directors. A late fee of Twenty-five Dollars (\$25.00) shall be due if the annual fee is not paid by the due date. Interest at the rate of twelve percent (12%) per annum shall accrue from the due date if the annual fee is not paid on the due date until such time as the payment is made.

4.6. In the event that an Owner fails to pay any hookup fee, overage fee, or annual fee, the Association may, after written notice of seven (7) days, discontinue water services to the Owner's Lot. The Owner may reconnect to the Pleasant Pointe Water System upon the payment of all delinquent fees and any late fees, interest or attorney fees accrued to the account or incurred by the Association, and a reconnection fee as determined by the Board.

ARTICLE V Liability

5.1. The Association shall endeavor to provide uninterrupted service, but in case it shall be wholly or partially prevented from delivering water, or the service shall be interrupted, suspended or shall fail, or the Association shall deem it necessary to suspend delivery of water for the purpose of inspecting the Water System, substations, or other apparatus, or making repairs or alterations or connections therewith, the Association shall not be obligated to deliver water during such period and shall not be liable for any damage or loss resulting from such interruption, prevention, suspension or failure without any change in rates.

5.2. Each Owner acknowledges and agrees that the Association shall not be responsible for the transmission, control, use of application of water beyond the point of the Water System cutoff valves; freezing of water lines; and shall not in any event, be liable for damages, illness, or injury to persons or property arising, occurring, or resulting in any manner from the receiving, use, or application of water, or the freezing of water lines, except where such damage or injury shall have been caused by the sole and gross negligence of the Association, or its agents.

5.3. In the event of damage, or destruction of any part of the Water System by an Owner, their tenants, guests, licensees, agents, or members of their family, the Association may repair such damage or destruction at the Owner's expense. The cost of such repairs shall become an Individual Assessment, as described more particularly in Section 4.7 of the Amended and Restated Declaration of Covenants for Pleasant Pointe, as amended or supplemented from time to time, which is incorporated herein by reference and made a part hereof (the "Pleasant Pointe Declaration"), upon the Lot of such Owner and shall constitute a lien upon such Owner's Lot and be collectible in the same manner as other assessments set forth in Article V of the Pleasant Pointe Declaration.

ARTICLE VI General

6.1. Each Owner shall abide by the decisions of the Board in complying with federal, state or county regulations concerning the Pleasant Pointe Water System, and agrees to pay any applicable assessment *pro rata* on the Board approved payment schedule. If changes to the Water System are required, or if the Water System is expanded, the fees set forth herein shall be adjusted to reflect any additional costs or expenses resulting from any requirements of Northumberland County, or the Commonwealth of Virginia Department of Health, or any other governmental regulating agency.

6.2. This Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors, assigns, and personal representatives, and shall run with the real property identified on Exhibit "A", and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns.

6.3. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or application, and, to this end, the provisions of this Agreement are declared to be severable.

6.4. All Owners or persons occupying any Lot set forth on Exhibit "A" shall comply with this Agreement, and each Owners shall be responsible for the conduct of their family members, guests, tenants, and their tenants' family members and guests.

6.5. This Agreement shall be governed by the laws of the Commonwealth of Virginia, and the courts of Northumberland County, Virginia shall have jurisdiction over any action filed pursuant to this Agreement.

6.6. Any modification or amendment of this Agreement shall be in writing and be signed by the parties to be bound by the modification or amendment.

6.7. In any dispute or proceeding arising because of an Owner's alleged default, act, failure to act, or violation of this Agreement, the Owner shall be liable for all costs, including but not

limited to, filing fees, court costs, services of process costs, expert witness costs, costs of mailing, and reasonable attorneys' fees incurred from the date of default, regardless of whether the Association pursues the matter to a court of competent jurisdiction.

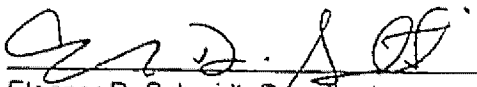
SIGNATURE PAGES FOLLOW

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
CERTIFICATION OF THE ASSOCIATION'S AGREEMENT TO
THE AMENDED AND RESTATED WATER MANAGEMENT AGREEMENT

I, the undersigned, do hereby certify that:

- 1) I am the duly elected President of the Pleasant Pointe Property Owners Association of Virginia, Inc. a Virginia nonstock corporation.
- 2) The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners, in person, by proxy, or absentee ballot, at the PPPOA Annual Meeting, which was duly held on January 28, 2023 in Heathsville, Virginia.
- 3) I personally attended the Annual Meeting and witnessed the voting process.
- 4) Exhibit/Attachment B includes the signature pages from PPPOA property owners acknowledging their agreement to the newly approved Amended and Restated Water Management Agreement.

IN WITNESS WHEREOF, I have subscribed my name this 23 day of July, 2023.

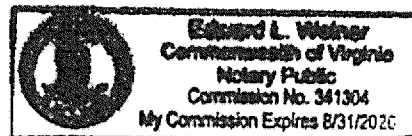
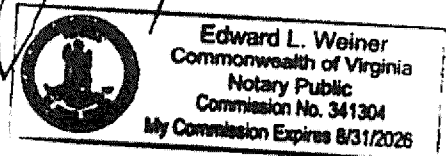

Eleanor D. Schmidt, President

ATTEST:

The foregoing instrument was acknowledged before me this 23rd day of July, 2023 in Heathsville, Virginia.

My commission expires:


Edward L. Weiner, Notary Public
Comm No. 341304
Expires: 8/31/2026



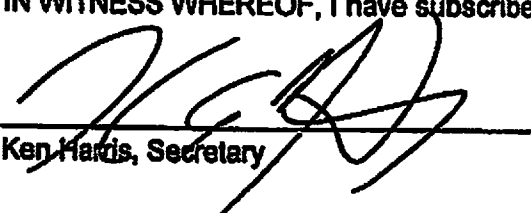
not 58

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
CERTIFICATION OF THE ASSOCIATION'S AGREEMENT TO
THE AMENDED AND RESTATED WATER MANAGEMENT AGREEMENT

I, the undersigned, do hereby certify that:

- 1) I am the duly elected Secretary of the Pleasant Pointe Property Owners Association of Virginia, Inc. a Virginia nonstock corporation.
- 2) The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners, in person, by proxy, or absentee ballot, at the PPPOA Annual Meeting, which was duly held on January 28, 2023 in Heathsville, Virginia.
- 3) I personally attended the Annual Meeting and witnessed the voting process.
- 4) Exhibit/Attachment B includes the signature pages from PPPOA property owners acknowledging their agreement to the newly approved Amended and Restated Water Management Agreement.

IN WITNESS WHEREOF, I have subscribed my name this 23 day of July, 2023.


Ken Harris, Secretary

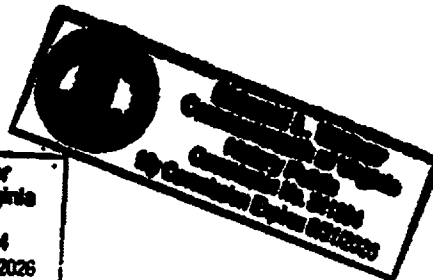
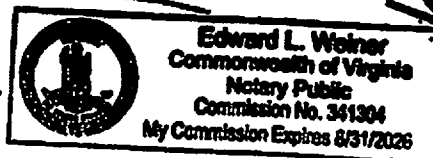
ATTEST:

The foregoing instrument was acknowledged before me this 23 day of July, 2023 in Heathsville, Virginia.

My commission expires: August 31 2026


Edward L. Weiner, Notary Public

Comm No. 301304
Expires: 8/31/2026



PLEASANT POINT PROPERTY OWNERS ASSOCIATION OF VA, INC.
EXHIBIT A

<u>TAX MAP NO.</u>	<u>OWNER NAME</u>	<u>LEGAL DESCRIPTION</u>
18-C(1)--26-	AMATO, JONATHAN AND EMILIO	LOT 26 PLEASANT POINTE
18-C(1)--25-	BASHINSKI, LEONARD C AND PRISCILLA J	LOT 25 PLEASANT POINTE
18-C(1)--32-	BOSWELL, ROBERT L AND SUSAN M.	LOT 32 PLEASANT POINTE
18-C(1)--33-	BOSWELL, ROBERT L. AND SUSAN M	Lot 33 PLEASANT POINTE
	BRODERICK, PATRICK K. TRUSTEE AND CATHY	
18-C(1)--4-	BOCK	LOT 4 PLEASANT POINTE
18-C(1)--6-	BURGESS, GENEVRA G.	LOT 6 PLEASANT POINTE
18-C(1)--23-	CHENOWITH, BARBARA	LOT 23 PLEASANT POINTE
18-C(1)--3-	DAVIS, RICHARD O AND JILDA A	LOT 3 PLEASANT POINTE
18-C(1)--12-	EL-YACOUBI, ABD AL-BARY	LOT 12 PLEASANT POINTE
18-C(1)--40-	EL-YACOUBI, ABD ALLAH	LOT 40 PLEASANT POINTE
18-C(1)--10-	EL-YACOUBI, MOHAMMED	LOT 10 PLEASANT POINTE
18-C(1)--9-	EL-YACOUBI, SALIME	LOT 9 PLEASANT POINTE
18-C(1)--11-	EL-YACOUBI, SALIME	LOT 11 PLEASANT POINTE
18-C(1)--39-	FORNSHILL, KENNETH	LOT 39 PLEASANT POINTE
18-C(1)--8-	GOODNIGHT, MARK AND JAQUELINE	LOT 8 PLEASANT POINTE
18-C(A)--7-	HARRIS, KENNETH AND NICOLITA	LOT 7 PLEASANT POINTE
18-C(A)--41-	HASAN, MAHJABEEN	LOT 41 PLEASANT POINTE
18-C(1)--30-	HENSLEY, MARK S AND SHARON L	LOT 30 PLEASANT POINTE
18-C(1)--29-	HESS, JAMES F AND LORENN A J, TRUSTEES	LOT 29 PLEASANT POINTE
18-C(1)--34-	HOLLINGER, PATRICIA A	LOT 34 PLEASANT POINTE
18-C(1)--2-	HOUGH, VAN NESS D. AND NANCY P, TRUSTEES	LOT 2 PLEASANT POINTE
18-C(1)--1-	KASTELBERG, JAMES F AND ELAINE B	LOT 1 PLEASANT POINTE
18-C(1)--14-	KUSSY, EDWARD V.A. TRUSTEE	LOT 14 PLEASANT POINTE
18-C(1)--15-	KUSSY, EDWARD V.A. TRUSTEE	LOT 15 PLEASANT POINTE
18-C(1)--22-	LOWERY, DENNIS AND JOANNE	LOT 22 PLEASANT POINTE
18-C(1)--5-	MATTHEWS, ROBERT A, JR. ROBIN SUZETTE	LOT 5, PLEASANT POINTE
18-C(1)--27-	MULLINAX, GARY A AND KATHRYN D	LOT 27 PLEASANT POINTE
	MURPHY, PATRICK THOMAS AND JANE	
18-C(1)--19-	CHRISTINA, TRUSTEES	LOT 19 PLEASANT POINTE
18-C(1)--24-	NICHOLAS, CHARLES R JR. AND JARAH E	LOT 24 PLEASANT POINTE
18-C(1)--17-A	PETRICH, SUSAN S	LOT 17A PLEASANT POINTE
18-C(1)--45-	PLEASANT POINTE PROPERTY	LOT 45 PLEASANT POINTE
18-C(1)--46-	PLEASANT POINTE PROPERTY	LOT 46 PLEASANT POINTE
18-C(1)--47-	PLEASANT POINTE PROPERTY	LOT 47 PLEASANT POINTE
18-C(1)--37-	SCHMIDT, ELEANOR D	LOT 37 PLEASANT POINTE
18-C(1)--38-	SCHMIDT, ELEANOR D	LOT 38 PLEASANT POINTE
18-C(1)--17B-	SEAGRAVE, GORDON	LOT 17B PLEASANT POINTE
18-C(1)--36-	SICILIANO, RICHARD J AND LEONA P	LOT 36 PLEASANT POINTE
18-C(1)--18-	SKINNER, JOHN W AND HUI CHU	LOT 18 PLEASANT POINTE
18-C(1)--13-	SPILE, JOSHUA D	LOT 13 PLEASANT POINTE

18-C(1)--21-	TUBMAN, THOMAS S AND CAROLYN LEE &	LOT 21 PLEASANT POINTE
18-C(1)--16-	TUBMAN, STEPHEN T. AND SUSAN L.	LOT 16 PLEASANT POINTE
18-C(1)--31-	UKRIT, THOMAS	LOT 31 PLEASANT POINTE
18-C(1)--20-	UY, BO AND SAMAK	LOT 20 PLEASANT POINTE
18-C(1)--35-	VALENTINE, CHARLIE S AND SHELBY J	LOT 35 PLEASANT POINTE
18-C(1)--28-	WEINER, EDWARD L. AND MAURA BURKE	LOT 28 PLEASANT POINTE
	WEINER, MAURA BURKE AND EDWARD	

EXHIBIT B

Owner's Signature Pages

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PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners at the PPPOA Annual Meeting on January 28, 2023.

I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

3/15/23
Date

EB Kaskiber
Owner Signature
Elaine Kaskiber
Printed Name

X 1
Address/Lot

3/15/23
Date

EB Kaskiber
Owner Signature
Elaine Kaskiber
Printed Name

X 1
Address/Lot

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I We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

4/3/23
Date

Nancy P. Hough
Owner Signature

Nancy P. Hough
Printed Name

Lot 2
Address/Lot

Date

~~_____
Owner Signature~~

~~_____
Printed Name~~

~~_____
Address/Lot~~

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

2/26/2023
 Date

Richard O. Davis
 Owner Signature

Richard O. Davis
 Printed Name

170 Gull Ln
Heathsville, Va 22473
 Address/Lot

2/26/2023
 Date

Jilda A. Davis
 Owner Signature

Jilda A. Davis
 Printed Name

170 Gull Ln
Heathsville, Va 22473
 Address/Lot

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

FEB, 27, 2023
Date

Patrick Broderick
Owner Signature

PATRICK BRODERICK
Printed Name

196 GULL LANE
HEATHSVILLE, VA
Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

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2/28/23
Date

Robert A. Matthews
Owner Signature

Robert A. Matthews
Printed Name

Address/Lot

2/28/23
Date

Robin Lee
Owner Signature

ROBIN LEE
Printed Name

199 GWS Lane
Address/Lot

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(Water Agreement) Lot: 5

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PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

Feb 27 2023
Date

Genevra A Burgess
Owner Signature

Genevra Burgess
Printed Name

195 Guil Lane

Lot 6
Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

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1/28/23
Date

Nicolita T. Harris
Owner Signature
Nicolita T. Harris
Printed Name

191 Gull Lane
Address/Lot

1/28/23
Date

[Signature]
Owner Signature
Ken Harris
Printed Name

191 Gull Lane
Address/Lot

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3-6-23
 Date

Jim Goodnight
 Owner Signature
Jackie Goodnight
 Printed Name
165 Gull Lane #8

Address/Lot

3-13-23
 Date

MARIC GOODNIGHT
 Owner Signature
MARIC GOODNIGHT
 Printed Name
165 Gull Ln #8

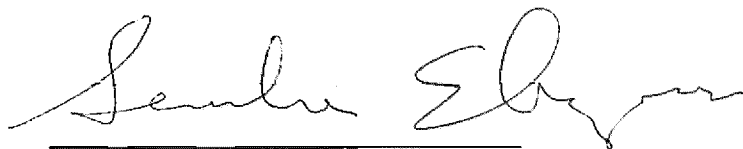
Address/Lot

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 Date



 Owner Signature

Salem ElYacoubi

 Printed Name

Lot 9

 Address/Lot

 Date

 Owner Signature

 Printed Name

 Address/Lot

20 of 53

(Water Agreement) Lot: 9

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

March 2, 2023
Date

14

Jane El-Yacoubi
Owner Signature

Jane EL-Yacoubi POA for
Printed Name

Mohammed El-Yacoubi

10
Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

Salime

11

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners at the PPPOA Annual Meeting on January 28, 2023.

I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

March 2, 2023
Date

Jane El-Yacoubi
Owner Signature

Jane EL-Yacoubi POA for
Printed Name

Salime EL-Yacoubi
Lot 11

Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

22 of 53

(Water Agreement) Lot: 11

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners at the PPPOA Annual Meeting on January 28, 2023.

I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

March 2, 2023
Date

Jane El-Yacoubi
Owner Signature

Jane EL-Yacoubi POA for
Printed Name

Abd Al-Bary El-Yacoubi
LOT 12
Address/Lot

Date

Owner Signature

Printed Name

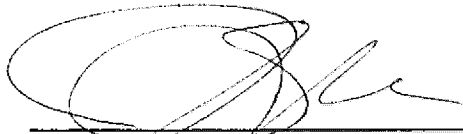
Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

3.25.23
 Date


 Owner Signature

 Printed Name

7241 PLEASANT GATE ROAD
 Address/Lot

 Date

 Owner Signature

 Printed Name

 Address/Lot

24 of 53

(Water Agreement) Lot: 13

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners at the PPPOA Annual Meeting on January 28, 2023.

I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

2/2/2023
Date


Owner Signature

EDWARD V. Kussy
Printed Name

768 Fountain Gate Rd
Henthsville, VA 22473
Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners at the PPPOA Annual Meeting on January 28, 2023.

I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

3/2/2023
Date

[Signature]
Owner Signature
Edward V. Kuss
Printed Name
768 Fountain Gate Rd
Headcheville, VA 22473
Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

3/17/23
Date

Thomas Ukrit
Owner Signature

Thomas Ukrit
Printed Name

Lot 16

Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

2/28/23
Date

We have our own well

Owner Signature

Petrich, Susan and Harry
Printed Name

Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

28 of 53

(Water Agreement) Lot: 17A

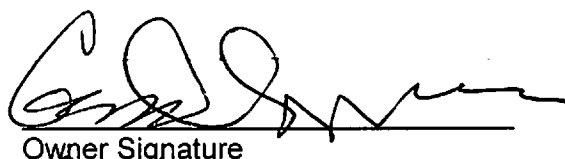
17B

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

3/23/23
Date

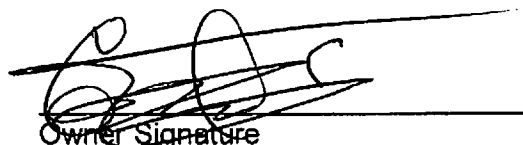

Owner Signature

Gordon Seagrave
Printed Name

960 Fourtoms Gate Rd

17B
Address/Lot

Date


Owner Signature

Printed Name

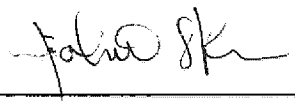
Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

2/21/2023
 Date


 Owner Signature
John W Skinner
 Printed Name

18
 Address/Lot

2/21/2023
 Date


 Owner Signature
HUI CHU SKINNER
 Printed Name

18
 Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

2/22/23

Date

Patrick Murphy

Owner Signature

PATRICK MURPHY

Printed Name

 Address/Lot

2/22/23

Date

Jane Murphy

Owner Signature

Jane Murphy

Printed Name

 Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

2/24/2023
Date

Charles S. Valentine
Owner Signature

CHARLES S. VALENTINE
Printed Name

LOT 20
Address/Lot

2/24/2023
Date

Shelby D. Valentine
Owner Signature

SHELBY D. VALENTINE
Printed Name

LOT 20
Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

3-20-2023
 Date

Thomas Tubman
 Owner Signature
Thomas Tubman
 Printed Name

21
 Address/Lot

3/21/23
 Date

Stephen
 Owner Signature
Stephen Tubman
 Printed Name

21
 Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

2/24/23
Date

Shane B. Lowry
Owner Signature

Shane B Lowry
Printed Name

877 Fountain Gate Road
Lot # 22
Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners at the PPPOA Annual Meeting on January 28, 2023.

I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

3/29/2023

Date _____

Barbara Chevonech
Owner Signature

Barbara Chenoweth
Printed Name

831 Fountain Gate Road, Heathsville 22473

Lot 23

Address/Lot

Date _____

Owner Signature

Printed Name _____

Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

04/05/23
 Date

[Signature]
 Owner Signature
Charles Nicholas
 Printed Name

Lot # 24
 Address/Lot

04/05/23
 Date

[Signature]
 Owner Signature
Charles Nicholas
 Printed Name

Lot # 24
 Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners at the PPPOA Annual Meeting on January 28, 2023.

I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

1/28/23
Date

Leonard C Bashinski
Owner Signature
LEONARD C BASHINSKI
Printed Name
92 CARDINAL CT
LOT 25
Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

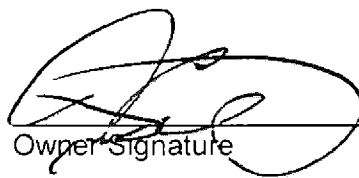
26

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

Date



Owner Signature

Jon Amato

Printed Name

Lot 26

Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

38 of 53

(Water Agreement) Lot: 26

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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2-22-23
 Date

Gary Mullinax
 Owner Signature

GARY MULLINAX
 Printed Name

151 CARDINAL CT
 Address/Lot

2-22-23
 Date

Kathryn Mullinax
 Owner Signature

KATHERYN MULLINAX
 Printed Name

151 CARDINAL CT.
 Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC. ²⁸

AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners at the PPPOA Annual Meeting on January 28, 2023.

I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

1/28/23
Date

Maura Burke Weiner
Owner Signature

Maura Burke Weiner
Printed Name

142 Cardinal Court
28
Address/Lot

1/28/23
Date

Edward Weiner
Owner Signature

EDWARD WEINER
Printed Name

28
Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

15 MAR 2023
 Date

Lorenna Hess
 Owner Signature

LORENN HESS
 Printed Name

LOT # 29
 Address/Lot

 Date

 Owner Signature

 Printed Name

 Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

3-4-23
Date

Mark Hensley
Owner Signature

MARK HENSLEY
Printed Name

Lot # 30
Address/Lot

3-4-23
Date

Alanna J. Hensley
Owner Signature

Sharon L. Hensley
Printed Name

Lot # 30
Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

2/27/23
Date

Bo Uy
Owner Signature

Bo Uy
Printed Name

31
Address/Lot

2/27/23
Date

Samak Uy
Owner Signature

SAMAK Uy
Printed Name

31
Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners at the PPPOA Annual Meeting on January 28, 2023.

225.00

I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

3/13/23
Date

Robert Boswell
Owner Signature

Robert Boswell
Printed Name

Lot 32

Address/Lot

3/11/23
Date

Susan M. Boswell
Owner Signature

SUSAN M. BOSWELL
Printed Name

729 FOUNTAINE GATE RD.
#32

Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

3-13-23
Date

Robert Boswell
Owner Signature

Robert Boswell
Printed Name

229 FOUNTAIN Gate Rd.
Leatherville 33
Address/Lot

3-13-23
Date

Susan M. Boswell
Owner Signature

SUSAN M. Boswell
Printed Name

33
Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

3/6/2023
Date

Patricia Hollinger
Owner Signature
Patricia Hollinger
Printed Name

#34
Address/Lot

Date

~~_____
Owner Signature~~
~~_____
Printed Name~~
~~_____
Address/Lot~~

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

The foregoing Amended and Restated Water Management Agreement for the Pleasant Pointe Property Owners Association Of Virginia, Inc. (PPPOA) was approved by the requisite number of Owners at the PPPOA Annual Meeting on January 28, 2023.

I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

1/28/23
Date

Maura Burke Weiner
Owner Signature
Maura Burke Weiner
Printed Name

142 Osprey
35
Address/Lot

1/28/23
Date

Edward L. Weiner
Owner Signature
EDWARD L. WEINER
Printed Name

35
Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

28 Jan 2023
Date


Owner Signature

RICHARD J. SICILIANO
Printed Name

168 OSAREY DR. LOT 36
Address/Lot

Date Jan 28, 2023

Owner Signature LEONT P. SICILIANO
Printed Name LEONT P. SICILIANO

Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

1/28/2023
 Date

Eleanor D. Schmidt
 Owner Signature
Eleanor D. Schmidt
 Printed Name
180 DePree
#37
 Address/Lot

 Date

 Owner Signature

 Printed Name

 Address/Lot

38

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

1/28/2023
Date

[Signature]
Owner Signature
Eleanor D. Schmidt
Printed Name
180 Osprey
#38
Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

2-23-2023
Date


Owner Signature

Ken Fornshell
Printed Name

39
Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

March 2, 2023

Date

Jane El-Yacoubi

Owner Signature

Jane El-Yacoubi POA for

Printed Name

Abdallah EL-Yacoubi

40

Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.
AGREEMENT TO THE AMENDED AND RESTATED WATER AGREEMENT

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I/We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Water Management Agreement and direct that this Signature Page be attached to the Amended Agreement.

03/18/2023
Date

M. Hasan
Owner Signature
Muqabeen Hasan
Printed Name

LOT 41 Osprey Dr.
Address/Lot

Date

Owner Signature

Printed Name

Address/Lot

INSTRUMENT 202301827
RECORDED IN THE CLERK'S OFFICE OF
NORTHUMBERLAND CIRCUIT COURT ON
SEPTEMBER 15, 2023 AT 09:21 AM
DEBORAH T. BINGHAM, CLERK
RECORDED BY: JNT