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Tax Map #s:

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all the ones listed on the Attached Exhibit "A"

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIVE  
COVENANTS  
FOR  
PLEASANT POINTE

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108-71

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Tax Map Nos.  
See attached Exhibit "A"

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIVE COVENANTS  
OF  
PLEASANT POINTE

This Amended and Restated Declaration of Restrictive Covenants of Pleasant Pointe (the "Amended Declaration") is made this 28<sup>th</sup> day of January, 2023 by Pleasant Pointe 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.

WITNESSETH:

WHEREAS, Pleasant Pointe Real Estate Investment Trust, as Declarant, subjected certain real property located in Northumberland County, Virginia and containing 64.30 acres, more or less, and more particularly designated and described on the certain plat of survey made by Warren R. Keyser, C.L.C., dated April 24, 1987, (the "Plat") and recorded in the Clerk's Office of the Circuit Court of Northumberland County, Virginia (the "Clerk's Office"), in Plat Book 5 at page 221 (the "Property") to a Declaration of Restrictive Covenants for Pleasant Pointe recorded in the Clerk's Office in Deed Book 269, at page 683 (the "Original Declaration"), said Plat is attached hereto as Exhibit "B-1" and incorporated by reference; and

WHEREAS, the Association provides its Members with a map from the Northumberland County real property tax records which is easier to read and is attached hereto as "Exhibit B-2"; and

WHEREAS, the Original Declaration was amended by an Amendment to Declaration of Restrictive Covenants for Pleasant Pointe dated February 21, 1991 and recorded in the Clerk's Office on July 2, 2003 in Deed Book 547, page 337; and

WHEREAS, the Original Declaration was amended by an Amendment to Declaration of Restrictive Covenants for Pleasant Pointe dated April 15, 2010 and recorded in the Clerk's Office on April 15, 2010 as Instrument No. 201010000855; and

WHEREAS, the Original Declaration states that it may be amended by the approval of seventy-five percent (75%) of the Lot Owners; and

WHEREAS, the requisite percentage of seventy-five percent (75%) was met with one hundred percent (100%) of the Lot Owners voting in favor of amending and restating the Original

*Amended and Restated Declaration of Restrictive Covenants  
Pleasant Pointe  
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Declaration as set forth herein, as evidenced by Exhibit "B".

NOW, THEREFORE, the Grantors declare that the Property, as described herein, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions contained in this Amended and Restated Declaration of Restrictive Covenants, which are for protecting the value and desirability of the Properties, which shall run with the real property 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, and shall inure to the benefit of each Owner.

ARTICLE I. GENERAL PROVISIONS

1.1. Definitions. As used herein, the terms listed below shall have the indicated meanings unless otherwise required by the context.

(a) "Association" shall mean Pleasant Pointe Property Owners Association of Virginia, Inc., a Virginia nonstock corporation.

(b) "Board of Directors" or "Board" shall mean the body of elected or appointed directors vested with management of the affairs of the Association.

(c) "Bylaws" shall mean the Bylaws, as amended from time to time, of the Association.

(d) "Common Area" shall mean all real property, including any improvements thereon, owned or leased by the Association, now or in the future, for the common use and enjoyment of the Owners.

(e) "Declarant" shall mean Pleasant Pointe Real Estate Investment Trust.

(f) "Dwelling Unit" shall mean the residential dwelling unit designed for single family occupancy which may be constructed as a residence on a Lot.

(g) "Governing Documents" shall mean this Amended Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations, as amended from time to time.

(h) "Lot" shall mean and refer to the numbered lots in Pleasant Pointe as shown on the Plat, including any improvements constructed thereon.

(i) "Member" shall mean every person or entity, whether one or more persons or entities, who is a record owner of the fee simple title to any Lot as described on the recorded plats for the Properties referenced in this Amended Declaration.

(j) "Owner" shall mean the record owner whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property.

(k) "Water Management Agreement" shall mean the Water Management Agreement dated June 30, 1987 and recorded July 1, 1987 in the Clerk's Office in Deed Book 269, at page 672, as amended from time to time, and incorporated herein by reference.

(l) "Water System" shall mean 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 located in Pleasant Pointe.

1.2. Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the document in which used or any provisions thereof.

1.3. Gender and Grammar. The use of the inclusive gender shall include all persons, and the use of the singular shall be deemed to include the plural and vice versa whenever the context so requires.

1.4. Severability. Each provision of this Amended Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Amended Declaration 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 Amended Declaration are declared to be severable.

1.5. Interpretation. When any conflict occurs among the Governing Documents, this Amended Declaration shall control, then the Articles of Incorporation, then the Bylaws, except in those cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

1.6. Complementarity of Governing Documents; Incorporation by Reference. The Governing Documents shall be construed together and shall be deemed to incorporate one another. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the other. Any provision of any Governing Document referenced in any other Governing Document with the intent to incorporate the provisions of the Governing Document shall be deemed incorporated therein, as if set forth in full.

1.7. Compliance. All Owners or persons occupying any Lot shall comply with the Governing Documents pertaining to the Properties. Owners shall be responsible for the conduct of their family members, guests, tenants, and their tenants' family members, and guests.

ARTICLE II. COMMON AREA

2.1. Designation of Common Area. The Common Area consists of the road - Cardinal Court, Well Lot 1 (Gull Lane), Well Lot 2 (768 Fountain Gate Road), and Well Lot 3 (959 Fountain Gate Road), and Common Area 1 (Pleasant Pointe Sign), Common Area 2 (Designated as Well Lot #4), and Common Area 3 (the common use dock, boat launch, and the turnaround lot), all as shown on the Plat, and such improvements and appurtenances thereto.

2.2. Maintenance of Common Area. Except as otherwise provided herein or in the Water Management Agreement which is incorporated herein by reference, the Association shall be responsible for the management, maintenance, repair, replacement, and control of the Common Areas, including any related improvements, fixtures, personal property, and equipment, and shall keep the same in good, clean, and attractive condition, order, and repair. Unless otherwise determined by the Board of Directors, all repairs and replacements shall conform to the original construction and installation, and shall be of equal or better quality.

2.3. Owners' Easements of Enjoyment. Subject to the provisions of the Governing Documents, every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Association as follows:

(a) To establish reasonable rules and regulations with respect to use of the Common Areas and with respect to such other areas of responsibility assigned to the Association by this Declaration, except where expressly reserved by this Amended Declaration to the Owners;

(b) To establish reasonable rules and regulations pertaining to Owners, their family members, guests, and tenants;

(c) To charge reasonable fees and dues for the use of the Common Areas and certain facilities if the need arises;

(d) To suspend an Owner's right to use or benefit from any of the Common Areas for any period during which any assessment, charges, fees, or dues are more than 60 days past due, subject to any limitations in the Property Owners' Association Act (Va. Code Ann. § 55.1-1800, *et seq*);

(e) To suspend an Owner's right to use or benefit from any of the Common Areas for any period during which any other infraction of the Governing Documents by the Owner remains uncorrected after the last day of the period established for correction by the Board;

(f) To grant permits, licenses and easements under, through and over the Common Areas or other areas of Association responsibility for drainage, utilities, roads, access, and

other purposes which are reasonably necessary for the Property as approved by the Board, or as deemed by the Board of Directors to be in the best interest of the Association;

(g) To dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by the Board;

(h) To sell, lease, exchange, dispose of, encumber, or mortgage all or any part of the Common Area in accordance with the Bylaws;

(i) To enter into shared use and maintenance agreements; and

(j) Such other rights as set forth by law or by the Governing Documents.

2.4. Delegation of Use. Any Owner may delegate their right of enjoyment to the Common Area to the members of their family who reside with the Owner, or to their tenants. The rights and privileges of such delegee(s) are subject to suspension to the same extent as those of the Owner.

2.5. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner, their tenants, guests, licensees, agents, or members of their family, the Association may repair such damage at the Owner's expense. The Association may repair such damage in a good and workmanlike manner. The cost of such repairs shall become an Individual Assessment, as described more particularly in Section 4.7 herein, 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 herein.

### ARTICLE III. PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.

3.1. Association. Pleasant Pointe Property Owners Association of Virginia, Inc. is a Virginia nonstock corporation, organized to provide for the management, maintenance, operation, and architectural control of the real estate known as Pleasant Pointe, to own, maintain, and administer the Common Area, to provide water through the Water System, to administer and operate the Water System, to further the common interests of Owners in Pleasant Pointe, and to administer the affairs of the Association. The Association shall have such powers and duties in the furtherance of its purposes as set forth in the Governing Documents.

3.2. Membership. Every person or entity, whether one or more persons or entities, who is a record owner of the fee simple title to any Lot as described on the recorded plats for the Properties referenced in this Amended Declaration, shall be a Member of the Association. Membership is appurtenant to and may not be separated from the ownership of any Lot.

3.3. Voting. Each Member is entitled to one vote for each Lot owned. When more than one person or entity is the record Owner of a Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Voting and the voting rights of Members shall be as set forth in the Bylaws.

#### ARTICLE IV. COVENANT FOR ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Fees and Assessments. The Declarant covenanted in the Original Declaration that each Lot is subject to assessments, and by this Amended Declaration the covenant for assessments is reaffirmed. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) Annual Assessments or charges; (ii) Special Assessments; and (iii) Individual Assessments (collectively "Assessments"), such Assessments to be established and collected as hereinafter provided. The Assessments shall include interest, late fees, costs of collection, postage fees, administrative fees or charges, reasonable attorneys' fees, and court costs. The Assessments shall further include any other amounts provided or permitted by law. Such Assessments shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such charge is made. Each such Assessment, including interest, late fees, costs of collection, postage fees, administrative fees or charges, reasonable attorneys' fees, court costs, and any other amounts provided or permitted by law shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Owner may avoid liability for Assessments by non-use of the Common Area or by abandonment of the Lot.

4.2. Authority: Installment Payments. As set forth in the Property Owners' Association Act (Va. Code Ann. § 55.1-1800, *et seq*), this Declaration, or the Bylaws, the Board of Directors has the power and authority to establish Annual Assessments, Special Assessments, and Individual Assessments. The Board of Directors shall determine the date each Assessment is due and may permit an Assessment to be paid in installments extending beyond the fiscal year in which it is imposed.

4.3. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the management, maintenance, improvement, care, operation, renovation, repair, and replacement of the Common Area, all improvements thereon, the Water System, and any capital assets; for modifying, improving or adding Common Area or amenities; for the procurement of insurance for the Association; for the establishment of reserves with respect to Association obligations; for the discharge of such other obligations of the Association imposed or assumed by the Association pursuant to the Governing Documents; for the acquisition, the administration of the Association; and to promote the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of the Property.

4.4. Annual Assessment. The amount of Annual Assessments shall be based on the annual budget adopted by the Board pursuant to the Bylaws. In the event that an annual budget is not

adopted, the prior year's annual assessment shall continue for the current year's annual assessment until such time as the annual budget is adopted. The original assessment in 1991 was \$100.00 per Lot which was increased in 2009 to the current Annual Assessment of \$150.00 per Lot. The maximum Annual Assessment may be increased each year as deemed necessary by the Board of Directors to provide sufficient funds required to carry out the functions of the Association, provided, however, that if such increase is more than twenty percent (20%) of the then current Annual Assessment, approval of a majority of the Owners at a duly called meeting at which a quorum is present shall be required to increase the Annual Assessment.

4.5. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. The due dates shall be established by the Board of Directors.

4.6. Special Assessments. The Board of Directors may levy, for any fiscal year, a Special Assessment applicable to that year, but not longer than the following year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital asset or the Common Area, including fixtures and personal property related thereto, or for acquisition of any Common Area, or for the purpose of modifying, improving or adding Common Area or amenities, or for any other area of Association responsibility as provided for in this Declaration, if the purpose in doing so is found by the Board of Directors to be in the best interest of the Association. In addition, the Board may levy Special Assessments in accordance with Va. Code. Ann. § 55.1-1825.

4.7. Individual Assessments. Individual Assessments shall be those expenses directly related to maintenance, or a service provided, to one or more Lots, whether at the request of the Owner thereof or as a result of an Association obligation under the Governing Documents or by law or for an expense of the Association benefitting the Lot; or as an exercise of an Association remedy, as set forth in Article VIII herein, and shall further include violation charges levied pursuant to the Governing Documents and Va. Code Ann. § 55.1-1819. If an Individual Assessment is levied on multiple Lots owned by one Owner, it shall be allocated among that Owner's Lots as the Board of Directors directs or, in the absence of such direction, equally among such Lots. Notwithstanding the concept of Individual Assessments, the Association is not obligated to provide any service or maintenance to Lots except as may be expressly provided in the Governing Documents. Individual Assessments may include a grass cutting fee which is currently \$210.00 annually per Lot for cuttings during the year. This amount and the number of cuttings may change based on the terms of the landscape contract. Such terms shall be disclosed to all Owners. This is an optional service and the Owner shall only be charged if they request the service.

4.8. Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis or as otherwise determined by the Board.

4.9. Capital Contribution. Upon the transfer of a Lot, the purchaser or transferee shall pay the sum of \$500.00 due and payable at closing to the Association as a "Capital Contribution". The Capital Contribution may be increased from time to time by the Board of Directors. The Capital Contribution may be placed in any of the Association's reserve accounts. This Capital Contributions shall not be applied to an Owner's responsibility for Annual Assessments but shall be considered a separate Assessment and the Association shall have all rights and remedies to collect such Capital Contribution as provided for Assessments herein.

4.10. Nonpayment of Assessments. The Assessment liens provided for in this Amended Declaration may be perfected and enforced in the manner provided by Va. Code Ann. § 55.1-1824. A statement from the Association showing the balance due on any Assessment shall be *prima facie* proof of the current Assessment balance and the delinquency, if any, due on a particular Lot. The Association shall be entitled to foreclose the lien, and/or bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for a deficiency judgment following foreclosure. Late fees, interest from the due date, all costs of collection, postage fees, administrative charges and fees, reasonable attorney's fees, court costs, and further any other amounts provided or permitted by law shall be added to the amount of such Assessment and shall be secured by the assessment lien. Late fees, interest, costs of collection, postage fees, administrative charges and fees shall be added to the account whether or not any legal action is initiated. Attorney fees shall be added to the account and be due and payable by the Owner at the time the account is turned over to the attorney for collection. The Board is authorized to establish, from time to time, the amount of the late fees and the interest rate to be charged to the account, and may change the initial late fees or interest rate as set forth herein. Assessments that are unpaid for a period of thirty (30) days after the due date shall incur an initial late fee of five percent (5%) of the unpaid assessment and an administrative fee of \$20.00. Interest shall accrue on the unpaid assessment from the due date at the rate of twelve percent (12%) per annum until paid.

4.11. Application of Payments. Each Owner agrees that payments shall be first applied to costs of collection, postage fees, administrative fees and charges, attorney's fees and court costs, then to late fees, then interest charges, then to any delinquent assessment, and then to any unpaid installments of assessments that are not part of the collection effort or lawsuit in order of the installment coming due.

4.12. Subordination of the Lien to Mortgages. The lien of Assessments shall be subordinate to the lien of any prior mortgage or deed of trust.

4.13. Exempt Property. Common Area is exempt from any Assessments, charges and liens created herein. All other Properties are subject to Assessments as set forth herein.

ARTICLE V. ARCHITECTURAL RESTRICTIONS

5.1. Architectural Review Board. The Architectural Review Board ("ARB") may be appointed by the Board of Directors, or, alternatively, the Board may comprise the ARB. In appointing ARB members, the Board shall determine the number of persons to serve on the ARB and the length of their terms. The ARB shall perform its functions consistent with this Amended Declaration, the Architectural Guidelines, and any committee charter adopted by the Board. The Board shall have the authority to remove or replace ARB members if so appointed.

5.2. Architectural Guidelines. Architectural Guidelines shall have the goals of preserving environmental quality, creating a balance of community and privacy, protecting the overall beauty of Pleasant Pointe, and maintaining high standards of quality and appearance, all to protect the property values. The Architectural Guidelines may include, without limitation, requirements of construction, and exterior appearance, approved materials, siting, guidelines, processes, and procedures. Architectural Guidelines may be adopted, modified, and enforced by the Board of Directors.

5.3. Improvements, Additions and Modifications. No improvement, addition, modification or change shall be constructed, erected, installed, or maintained on any Lot, nor shall any improvement be altered, enlarged, demolished, or removed in a manner that alters the exterior appearance of the improvement or of the Lot on which it is situated, nor shall any change in grade, clearing, major landscaping, or other work be undertaken, unless the plans therefor have been approved by the ARB. After the plans have been approved, all improvements, additions, modifications, or other changes shall be constructed, erected, installed, maintained, altered, enlarged, demolished, or removed strictly in accordance with the approved plans.

5.4. Application Required for ARB Review. Any Owner who wants to make any external improvement, addition, modification, or change to their Lot shall submit an application to the ARB as set forth in the Architectural Guidelines, including all required information and documentation, and any other consideration that factors into the ARB's determination of whether the Owner's request is compliant with the terms of this Amended Declaration and the Architectural Guidelines, and harmonious with the Properties or existing improvements on other Lots.

5.5. Dwelling Unit. The first structure on a Lot must be a Dwelling Unit consisting of at least 1250 square feet of living area, excluding any basement, garage, carport, open porches, or decks. Modular homes are permitted if placed on a permanent foundation. All exterior construction of a Dwelling Unit must be completed within twelve (12) months after the start of construction. The Dwelling Unit shall not be occupied, whether temporarily or permanently, until a certificate of occupancy is issued by Northumberland County. No accessory building of any type nor any temporary structure, mobile home, travel or house trailer, or tent shall be used as a temporary or permanent home or residence. During any construction, the Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition, removing all trash and rubbish on

a regular basis. In the event any structure is damaged or destroyed during or after construction, the Owner shall make every reasonable effort to rebuild the structure to its original condition as rapidly as possible, or, in any event, within twelve (12) months of the date such damage occurs.

5.6. Lot Requirements.

(a) *Driveway; Walkway.* A twelve inch (12") culvert, or as required by the Virginia Department of Transportation, is required to construct the driveway for the Lot in order to prevent blockage or interference with the natural or existing drainage. The driveway shall not be greater than the width for two full-size cars. Driveways and walkways shall not be closer than two feet (2') from the boundary line of the Owner's Lot.

(b) *Roof.* All Dwelling Units must have at least a 4/12 pitch roof.

(c) *Structures Over Water.* No walled and/or covered structure may be constructed out over any water body. This exclusion does not include docks and piers.

(d) *Accessory Structures.* All accessory structures, to include without limitation, garages, sheds, and outbuildings, shall conform to the architecture of the Dwelling Unit. Prefabricated and structures made of metal must be approved by the ARB, and shall have a permanent foundation and be properly secured.

(e) *Construction Materials.* No finished exterior for any improvement shall be constructed with block or cinder block.

(f) *Building Restriction Lines.* Lots are subject to the greater of : (i) a fifty foot (50') building restriction line as established by the Plat along all roads in Pleasant Point, or (ii) the requirements of Northumberland County, Virginia.

5.7. Variances. The ARB shall have the right to grant reasonable variances or adjustments in approving the Dwelling Unit, accessory buildings, or other improvements to overcome practical difficulties with the Lot, and to prevent unnecessary hardships, provided such variance will not be materially detrimental to neighboring Lots or the Common Area, injurious to other Lots or the Common Area, or defeat the general purpose of this Amended Declaration.

5.8. Limitation of Liability. The ARB's approval of any plans or requirement that the plans be modified shall not constitute a warranty or representation by the ARB, the Board, or the Association of the adequacy, technical sufficiency, or safety of the improvements described in such plans, and the ARB, the Board or the Association shall have no liability whatsoever for the failure of the plans or the improvements to comply with applicable building codes, laws, and ordinances or to comply with sound engineering, architectural, or construction practices. In no event shall the ARB, Board or Association have any liability whatsoever to any Owner, a Mortgagee, a Contractor,

or any other party for any costs or damages, consequential or otherwise, that may be incurred or suffered on account of the ARB's approval, disapproval, or conditional approval of any plans.

5.9. Certificate of Compliance. At any time prior to completion of construction of an improvement, the ARB may require a certification, at the sole cost and expense of the Owner, from the contractor, Owner, or a Virginia licensed surveyor or engineer, that such improvement does not violate any set-back line, ordinance or statute, nor encroach on any easement, or right-of-way.

#### ARTICLE VI. USE RESTRICTIONS

6.1. Residential Use. The Lots shall be used for residential purposes and no structure shall be erected, altered, placed or permitted to remain on a Lot other than one Dwelling Unit designed for single family occupancy, and approved accessory buildings or other structures.

6.2. Home Occupations. No Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending, or any other non-residential purpose; however, an Owner may maintain an office or home occupation in the Dwelling Unit or accessory building constructed on such Owner's Lot if (i) the occupation or activity is conducted entirely within the dwelling; (ii) the occupation requires no external alterations, or the use of outdoor storage of machinery, or equipment that creates noise, odor, smoke, dust, or glare, or is dangerous, or otherwise detrimental to persons residing in the home or in adjacent property; (iii) no exterior evidence of the occupation or activity exists; (iv) no articles are displayed or otherwise offered for sale upon the Lot; (v) there is no equipment or process inside that may disrupt neighboring dwellings; (vi) such office generates no significant increase in traffic by clients, customers, or other persons related to the business; and such use is permitted by the Northumberland County, Virginia ordinance.

6.3. Nuisance; Use of Common Area and Property; Compliance with Laws. No improper, offensive, injurious, or unlawful use shall be made of the Property or any part thereof.

6.4. Signs. No signs or advertisements of any type shall be displayed to public view on any Lot or adjacent to any right-of-way or roadway within the Properties, except (i) street address signage on the home and/or mailbox as permitted and approved in accordance with the Architectural Guidelines, (ii) one For Sale or For Rent sign not to exceed two feet (2') by two feet (2'); (iii) one security sign not to exceed one foot (1') by one foot (1'), (iv) posting of one no hunting and/or one no trespassing signs not to exceed one foot (1') by one foot (1'), (v) other signage as permitted by the Architectural Guidelines

6.5. Antennas; Satellite Dishes. Satellite dishes of one (1) meter or less in diameter and antennas are permitted subject to the following recommendations and guidelines: Rooftop antennas are permitted, although attic installation is encouraged. Antennas and satellite dish supports are limited to a maximum of twelve (12) feet above the roof line per FCC recommendations. All wiring for permitted antennas and satellite dishes must be properly secured and in some instances may need

to be concealed. The color options, if available for a satellite dish, should complement the basic colors of the Dwelling Unit following the same guidelines as exterior painting. Otherwise, the color should remain as originally purchased in neutral colors, i.e. black, gray, or tan. There shall be no commercial advertising on the satellite dish other than the brand name. Based on the required positioning to receive transmissions, antennas, and satellite dishes shall be placed in an inconspicuous location and shall not be placed in areas where it would constitute a safety hazard. Antennas and satellite dishes shall not be placed on any Common Areas.

6.6. Dumpsters; Short-term storage containers. Owners who wish to have a dumpster or short-term storage container on their Lot temporarily may do so for a limited period of time not to exceed thirty (30) days. Time periods in excess of thirty (30) days require the written approval of the Board.

6.7. Trash; Litter. No accumulation or storage of litter, refuse, bulk materials, or trash of any kind shall be permitted on any Lot. Trash, garbage, and other waste shall be kept in sanitary containers for disposal which shall be enclosed in a screening structure, or located on the Lot so as not to be visible from the road or neighboring Lots.

6.8. Hazardous Uses. Nothing shall be done or kept on the Property that will increase the rate of insurance for the Common Area, including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation, or administrative ruling. Each Owner shall comply with all federal, state, and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air, or other aspects of the natural environment: the "Environmental Laws." Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage, or disposal of hazardous substances, wastes, and materials (collectively, "Hazardous Materials"). No Lot shall be used so as to cause any pollution or contamination to the river, streams, lakes, or ponds in or near the Property, nor to any of the wells, nor to any adjoining properties' water supply.

6.9. Subdivision of Lots. No Lot shall be subdivided into two or more Lots. The boundary line of a Lot may be changed if the Lot is being combined in total with another neighboring Lot; however, any Owner who vacates a boundary line between two Lots must pay full Assessments for both Lots as such Lots were originally platted on the Plat attached hereto.

6.10. Rules and Regulations. The Board of Directors shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the Common Areas and with respect to such other areas of responsibility assigned to the Association by this Amended Declaration, and which may supplement, but may not be inconsistent with, the provisions of the Governing Documents, except where expressly reserved by this Amended Declaration to the Owners. Rules and

regulations may be adopted by resolution and shall be reasonably published or distributed throughout the neighborhood.

#### ARTICLE VII. OWNER'S RESPONSIBILITIES.

7.1. Owner's Responsibility for Exterior Maintenance. Each Owner shall maintain their Lot, whether improved or not, and the exterior of their Dwelling Unit, any accessory buildings or any other improvements situated thereon in good order and repair so as to not be unsightly, unsanitary or hazardous. The entire exterior of any Dwelling Unit or any other structure on any Lot shall be cleaned, painted, stained, repaired, and/or replaced as necessary by each Owner to maintain the structural integrity and aesthetic appearance of said structure to the standard when initially constructed. Each Owner shall keep culverts, drainage ditches, and swales located on their Lot free and unobstructed, and in good repair, and maintenance. Should any Owner fail to maintain their Lot, Dwelling Unit, accessory buildings, and/or other improvements thereon or fail to keep culverts, drainage ditches, and swales as required by this paragraph, the Association may, but is not obligated to, take action as set forth in Article 9.3 herein.

7.2. Damage or Destruction of Dwelling Unit. In the event of a partial loss or damage and destruction of a Dwelling Unit or any other structures on a Lot resulting in less than total destruction of such structures, the Owner shall proceed promptly to repair or to reconstruct the damaged Dwelling Unit in compliance with this Declaration, and the Architectural Guidelines, as amended from time to time. In the event that the structures are totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall promptly clear the Lot of all debris and submit a landscaping plan to the ARB to assure that the Lot is not unsightly or hazardous.

#### ARTICLE VIII. EASEMENTS

8.1. Utility Easements. The Original Declaration established a ten foot (10') utility easement along the side boundary lines for each Lot and a fifteen foot (15') utility easement adjacent to each road, and said easements are hereby reaffirmed.

8.2. Drainage Easements. Drainage easements are reserved as shown on the Plat and the same are hereby reaffirmed.

8.3. Access Easements. The Original Declaration reserved easements over the Well Lots for the installation and maintenance of the wells and the water lines, and the same are hereby reaffirmed.

#### ARTICLE IX. ENFORCEMENT

9.1. Right to Enforce. The Association, or an Owner shall have the right to enforce against any other Owner or the Association, by any proceeding at law or in equity, all restrictions,

easements, conditions, covenants, reservations, liens, and charges now or hereafter imposed by decision of the Association or by the provisions of this Amended Declaration or other Governing Documents. The cost incurred in taking such action and the attorney's fees incurred therein shall constitute an Individual Assessment upon the defaulting Owner's Lot and shall be collectible in the manner provided in Article V herein for the payment of Assessments.

9.2. Property Owners' Association Act. The Board shall have the power, to (i) suspend an Owner's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of Assessments which are more than 60 days past due, to the extent that access to the Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any Owner, tenant, or occupant and (ii) assess charges against any Owner for any violation of the Declaration or Rules and Regulations for which the Owner or his family members, tenants, guests, or other invitees are responsible, provided, that the Board complies with the procedure set forth in Va. Code Ann. § 55.1-1819, as amended. The Board's authority and rights may be amended by amendments to Va. Code Ann. § 55.1-1819.

9.3. Association Action. If any Owner shall fail to keep such Owner's Lot, Dwelling Unit, or any improvement thereon, as required by this Amended Declaration or the Architectural Guidelines, as applicable, then the Board, upon approval by 3/4s of the Board, shall have the right, but not the obligation, to give written notice to the Owner of the condition identified, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified by the Board or to otherwise rectify the condition within thirty (30) days after the date the written notice is given, or such other period as may be specified in the written notice should the circumstances warrant a different time period, which may be less than thirty (30) days, the Board shall have the right to rectify that condition by taking such action or by causing such action to be taken as was specified in the written notice. Such action and entry onto the Lot shall not be a trespass. The costs incurred in rectifying that condition shall be assessed as an Individual Assessment against such Owner's Lot, in accordance with Article 4.7 hereof. The Owner shall reimburse the Association within thirty (30) days after receipt of a statement for such expenses from the Board. The Association shall have all rights and remedies set forth herein in the event of non-payment by the Owner.

9.4. Waiver. Failure by the Association or any Owner to enforce any provision of this Amended Declaration, the Architectural Guidelines or any rules and regulations shall in no event be deemed a waiver of the right to do so thereafter.

9.5. Election of Remedies. All rights, remedies, and privileges granted to the Association or to any Owner pursuant to this Amended Declaration, the Architectural Guidelines or any rules and regulations, or by law shall be deemed to be cumulative and the exercise of any one or more shall not be deemed an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, and privileges as may be available to such party.

9.6. Attorney Fees and Costs. In any dispute or proceeding arising because of an Owner's alleged default, act, failure to act, or violation of this Amended Declaration, the Architectural Guidelines or rules and regulation, or applicable law, including enforcement of any lien, the Owner shall be liable for all costs of collection, 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. This Article 9.6 supplements any other rights or remedies that the Association is granted by law.

#### ARTICLE X. GENERAL

10.1. Limitation of Liability. To the extent that the Association, or its Board or any of its committees undertake certain voluntary functions to enhance the quality of life in Pleasant Pointe, including, but not limited to (i) implementing plans to make the community safer or maintaining lists of those who need assistance in the event of disasters; or (ii) performing other services to enhance the safety, health and welfare of its Owners, or (iii) coordinating clubs and groups, and social functions, such undertaking(s) shall not create a duty on the Association to perform such functions and the Association, the Board, and any committees shall have no liability whatsoever in the event that it does not perform the aforesaid functions and the Association, the Board, and any committees shall have no liability whatsoever to any Owner, Mortgagee, Contractor, occupant of a Dwelling Unit, or any other party for any costs or damages, consequential or otherwise, that may be incurred or suffered.

10.2. Amendment by Owners. The covenants and restrictions of this Amended Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Amended Declaration may be amended at any time by approval of not less than sixty-six and two-thirds percent (66-2/3%) of the Owners who are eligible to vote. The approval of the Owners shall be evidenced by written or absentee ballot at a duly called meeting of the Association, and the recording of the amendment together with a certification signed by the principal officer of the Association and attested by the Secretary of the Association that the requisite majority of Owners approved the amendment. Any amendment shall be effective upon recording.

10.3. Amendment by Board of Directors. This Amended Declaration may be amended unilaterally at any time and from time to time by the Board of Directors, with notice to the Owners, (a) if such amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Properties; or (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Properties; provided, however, any such amendment

shall not adversely affect the title to any Owner's Lot unless any such Owner shall consent thereto in writing.

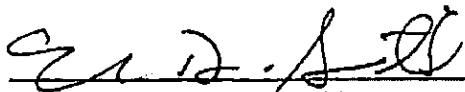
SIGNATURE PAGES FOLLOW

**PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.**  
**CERTIFICATION OF THE ASSOCIATION'S AGREEMENT TO**  
**THE AMENDED AND RESTATED DECLARATION OF COVENANTS**

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 Declaration of Covenants 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 Declaration of Covenants.

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   23   day of   July  , 2023 in Heathsville, Virginia.

My commission expires:   August 31, 2026  

  
\_\_\_\_\_  
Edward L. Weiner, Notary Public

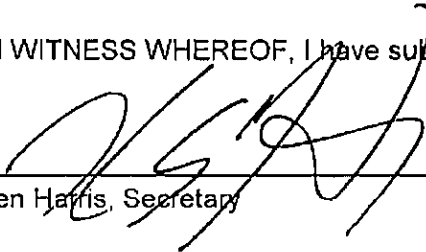


**PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.**  
**CERTIFICATION OF THE ASSOCIATION'S AGREEMENT TO**  
**THE AMENDED AND RESTATED DECLARATION OF COVENANTS**

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 Declaration of Covenants 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 Declaration of Covenants.

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

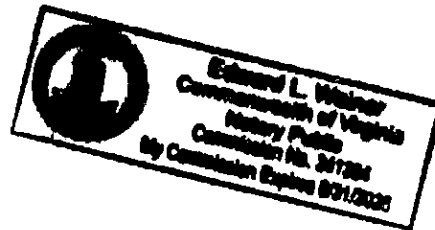
  
\_\_\_\_\_  
Ken Harris, Secretary

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



**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
18-C(1)--4-	BRODERICK, PATRICK K. TRUSTEE AND CATHY 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 LORENNA 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 MURPHY, PATRICK THOMAS AND JANE CHRISTINA, TRUSTEES	LOT 27 PLEASANT POINTE
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

**EXHIBIT B**

**Owner's Signature Pages**

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

The foregoing Amended and Restated Declaration of Covenants 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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

3/15/23  
Date

*E. Kastelberg*  
Owner Signature

Elaine B Kastelberg  
Printed Name

1  
Address/Lot

3/15/23  
Date

*E. Kastelberg*  
Owner Signature

Elaine Kastelberg  
Printed Name

1  
Address/Lot

(Covenants) Lot: 1

2

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

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① We, the Owner(s) of the indicated Pleasant Pointe Lot, hereby agree to the terms of the Amended and Restated Covenants and direct that this Signature Page be attached to the Amended Covenants.

March 3, 2023  
Date

Nancy P. Hough  
Owner Signature

Nancy P. Hough  
Printed Name

Lot # 2  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: # 2

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

2/26/2023  
Date

Richard O. Davis  
Owner Signature

Richard O. Davis  
Printed Name

170 Gall Ln / Lot #3  
Address/Lot

2/26/2023  
Date

Tilda A. Davis  
Owner Signature

Tilda A. Davis  
Printed Name

170 Gall Ln / Lot #3  
Address/Lot

(Covenants) Lot: 3

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

FEB 27, 2023  
Date

Patrick Broderick  
Owner Signature

PATRICK BRODERICK  
Printed Name

4022 LOT 4  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 4

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

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 Gull Lane  
Address/Lot

(Covenants) Lot: 5

6

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

Feb 27 2023  
Date

Genevra F Burgess  
Owner Signature

Genevra Burgess  
Printed Name

195 Gull Lane Lot 6  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 6

7

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

The foregoing Amended and Restated Declaration of Covenants 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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

1/28/23  
Date

Nicola Harris  
Owner Signature

Nicola T. Harris  
Printed Name

191 Gull Lane  
Address/Lot

1/28/23  
Date

Ken Harris  
Owner Signature

Ken Harris  
Printed Name

191 Gull Lane  
Address/Lot

(Covenants) Lot: 7

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

The foregoing Amended and Restated Declaration of Covenants 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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

3-6-23  
Date

Jim Goodnight  
Owner Signature

Jackie Goodnight  
Printed Name

105 Gull Lane #8  
Address/Lot

3-10-23  
Date

Mark Goodnight  
Owner Signature

MARK GOODNIGHT  
Printed Name

105 Gull Ln #8  
Address/Lot

(Covenants) Lot: 8

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

The foregoing Amended and Restated Declaration of Covenants 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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

April 7, 2023  
Date

Salem El-Yacoubi  
Owner Signature

Salem El-Yacoubi  
Printed Name

Lot 9  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 9

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

The foregoing Amended and Restated Declaration of Covenants 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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

March 2, 2023  
Date  
JE  
2023

Jane El-Yacoubi  
Owner Signature

Jane El-Yacoubi POA for  
Printed Name  
mohammed EL-Yacoubi  
lot 10  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 10

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

March 2, 2023  
Date

Jane El-Yacoubi  
Owner Signature

Jane El-Yacoubi POA for  
Printed Name

~~Abdourahmane~~ EL-Yacoubi  
Salime lot 11  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 11

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

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


(Covenants) Lot: 12

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

The foregoing Amended and Restated Declaration of Covenants 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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

1.25.23  
Date

  
\_\_\_\_\_  
Owner Signature  
JOHN SPICE  
\_\_\_\_\_  
Printed Name

724 COURTYARD GATE ROAD  
\_\_\_\_\_  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot


(Covenants) Lot: 13

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

3/2/2023  
Date

  
Owner Signature

EDWARD V. KUSSEY  
Printed Name


768 Fountains Gate Rd  
Heathsville, VA 22473  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot:  14

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

3/2/2023  
Date

  
Owner Signature

EDWARD V. KUSSY  
Printed Name

768 Fountain Gate Rd  
Heathsville, VA 22305  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 15

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

3/17/23  
Date

Thomas Ukrit  
Owner Signature

Thomas Ukrit  
Printed Name

Lot 16  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 16

40 of 67

17A

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

\_\_\_\_\_  
Date

Susan Petrich  
Owner Signature

SUSAN Petrich  
Printed Name

896 Fountaingate  
Address/Lot

17A

2/28/23  
Date

Harry Petrich  
Owner Signature

Harry Petrich  
Printed Name

SAME  
Address/Lot

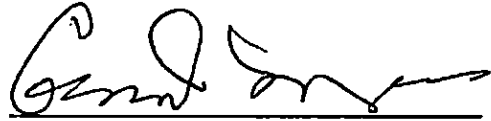
(Covenants) Lot: 17A

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

3/23/2023  
Date



Owner Signature

Gordon Seagrave

Printed Name

960 Fountain Gate Rd 17B

Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 17B

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

2/21/2023  
Date

[Handwritten Signature]  
Owner Signature  
John W Skinner  
Printed Name

18  
Address/Lot

2/21/2023  
Date

[Handwritten Signature]  
Owner Signature  
HUI CHU SKINNER  
Printed Name

18  
Address/Lot

(Covenants) Lot: 18

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

2/22/23  
Date

Patrick Murphy  
Owner Signature  
Patrick Murphy  
Printed Name

Lot 19  
Address/Lot

2/22/23  
Date

Jane Murphy  
Owner Signature  
Jane Murphy  
Printed Name

Lot 19  
Address/Lot

(Covenants) Lot: 19

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

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2/24/2023  
Date

Charles S. Valentine  
Owner Signature

CHARLES S. VALENTINE  
Printed Name

LOT 20  
Address/Lot

2/24/2023  
Date

Shelby J. Valentine  
Owner Signature

Shelby J. Valentine  
Printed Name

LOT 20  
Address/Lot

(Covenants) Lot: 20

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

3-20-2023  
Date

*Thomas Tubman*  
Owner Signature  
Thomas Tubman  
Printed Name

Lot 21  
Address/Lot

3/21/23  
Date

*S. Tubman*  
Owner Signature  
Stephen Tubman  
Printed Name

21  
Address/Lot

(Covenants) Lot: 21

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

01/24/23  
Date

*Shanne B Lowry*  
Owner Signature  
Shanne B Lowry  
Printed Name  
877 Fountain Gate Road  
Lot 22  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 22

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

3/29/2023  
Date

Barbara Chenoweth  
Owner Signature  
Barbara Chenoweth  
Printed Name

Lot 23  
831 Fountain Gate Road Heathsville 22473  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

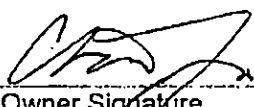
(Covenants) Lot: 23

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

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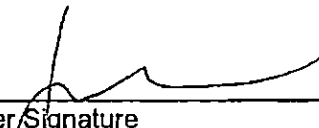
4/5/23  
Date

  
Owner Signature

Charles Nicholas  
Printed Name

#24  
Address/Lot

4/5/23  
Date

  
Owner Signature

Jason Nicholas  
Printed Name

Lot #24  
Address/Lot

(Covenants) Lot: 24

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

1/28/23  
Date

Leonard C. Bashinski  
Owner Signature

LEONARD C. BASHINSKI  
Printed Name

92 CARDINAL CT Unit 25  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

25  
(Covenants) Lot: Y

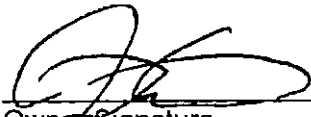
26

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

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\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Owner Signature

Jon Amato  
\_\_\_\_\_  
Printed Name

Lot 26  
\_\_\_\_\_  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 26

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

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

KATHRYN MULLINAX  
Printed Name

151 CARDINAL CT  
Address/Lot

(Covenants) Lot: 27

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

1/28/23  
Date

Maura Burke Weiner  
Owner Signature

Maura Burke Weiner  
Printed Name

Cardinal Court Lot 28  
Address/Lot

1/28/23  
Date

Edward di Weiner  
Owner Signature

Edward di Weiner  
Printed Name

Lot 28  
Address/Lot

(Covenants) Lot: 28

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

15 MAR 2023

Date

Lorenna Hess

Owner Signature

LORENN HESS

Printed Name

LOT # 29

Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 29

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

3-4-23  
Date

Mark Hensley  
Owner Signature

Mark Hensley  
Printed Name

Lot # 30  
Address/Lot

3-4-23  
Date

Sharon L. Hensley  
Owner Signature

Sharon L. Hensley  
Printed Name

#  
Lot 30  
Address/Lot

(Covenants) Lot: 30

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

2/27/23  
Date

Ba 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

(Covenants) Lot: 31

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

3-13-23  
Date

Robert Boswell  
Owner Signature

Robert Boswell  
Printed Name

729 Fountain Gate Rd. Lot 32  
Address/Lot

3-13-23  
Date

Susan M. Boswell  
Owner Signature

SUSAN M. Boswell  
Printed Name

32  
Address/Lot

(Covenants) Lot: 32

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

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3-13-23  
Date

Robert Boswell  
Owner Signature  
Robert Boswell  
Printed Name

# 33  
Address/Lot

3/13/23  
Date

SUSAN M. BOSWELL  
Owner Signature  
SUSAN M. BOSWELL  
Printed Name

# 33  
Address/Lot

(Covenants) Lot: 33

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

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3/6/2023  
Date

Patricia Hollinger  
Owner Signature  
Patricia Hollinger  
Printed Name

# 34  
Address/Lot

\_\_\_\_\_  
Date

~~\_\_\_\_\_  
Owner Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Address/Lot~~

(Covenants) Lot: 34

35

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

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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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

1/28/23  
Date

Maura Burke  
Owner Signature

Maura Burke  
Printed Name

35 142 Osprey Drive  
Address/Lot

1/28/23  
Date

Edward J. Weiner  
Owner Signature

Edward J. Weiner  
Printed Name

35  
Address/Lot

(Covenants) Lot: 35

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

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28 Jan. 2023  
Date

*Richard J. Siciliano*  
Owner Signature  
RICHARD J. SICILIANO  
Printed Name

168 OSPREY DR., Lot 36  
Address/Lot

JAN 28, 2023  
Date

*LEDMAR P. SICILIANO*  
Owner Signature  
LEDMAR P. SICILIANO  
Printed Name

168 OSPREY DR., LOT 36  
Address/Lot

(Covenants) Lot: 36

PLEASANT POINTE PROPERTY OWNERS ASSOCIATION OF VIRGINIA, INC.  
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1/28/2023  
Date

[Signature]  
Owner Signature

Eleanor D. Schmitt  
Printed Name

150 Osprey #37  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 37

38

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

The foregoing Amended and Restated Declaration of Covenants 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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

1/28/2023  
Date

[Handwritten Signature]  
Owner Signature

Eleanor D. Schmidt  
Printed Name

180 Osprey #38  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

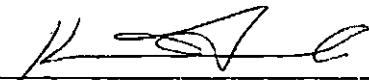
(Covenants) Lot: 38

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

The foregoing Amended and Restated Declaration of Covenants 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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

2-23-2023  
Date

  
Owner Signature

KEN FORDSHILL  
Printed Name

39  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 39

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

The foregoing Amended and Restated Declaration of Covenants 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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

March 2023  
Date

Jane El-Yacoubi  
Owner Signature

Jane EL-Yacoubi POA for  
Printed Name

Abdallah EL-Yacoubi  
Lot 40  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 40

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

The foregoing Amended and Restated Declaration of Covenants 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 Covenants and direct that this Signature Page be attached to the Amended Covenants.

03/18/2023  
Date

M. Hasan  
Owner Signature

Manjabeen Hasan  
Printed Name

# 41 Ospery Dr.  
Address/Lot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

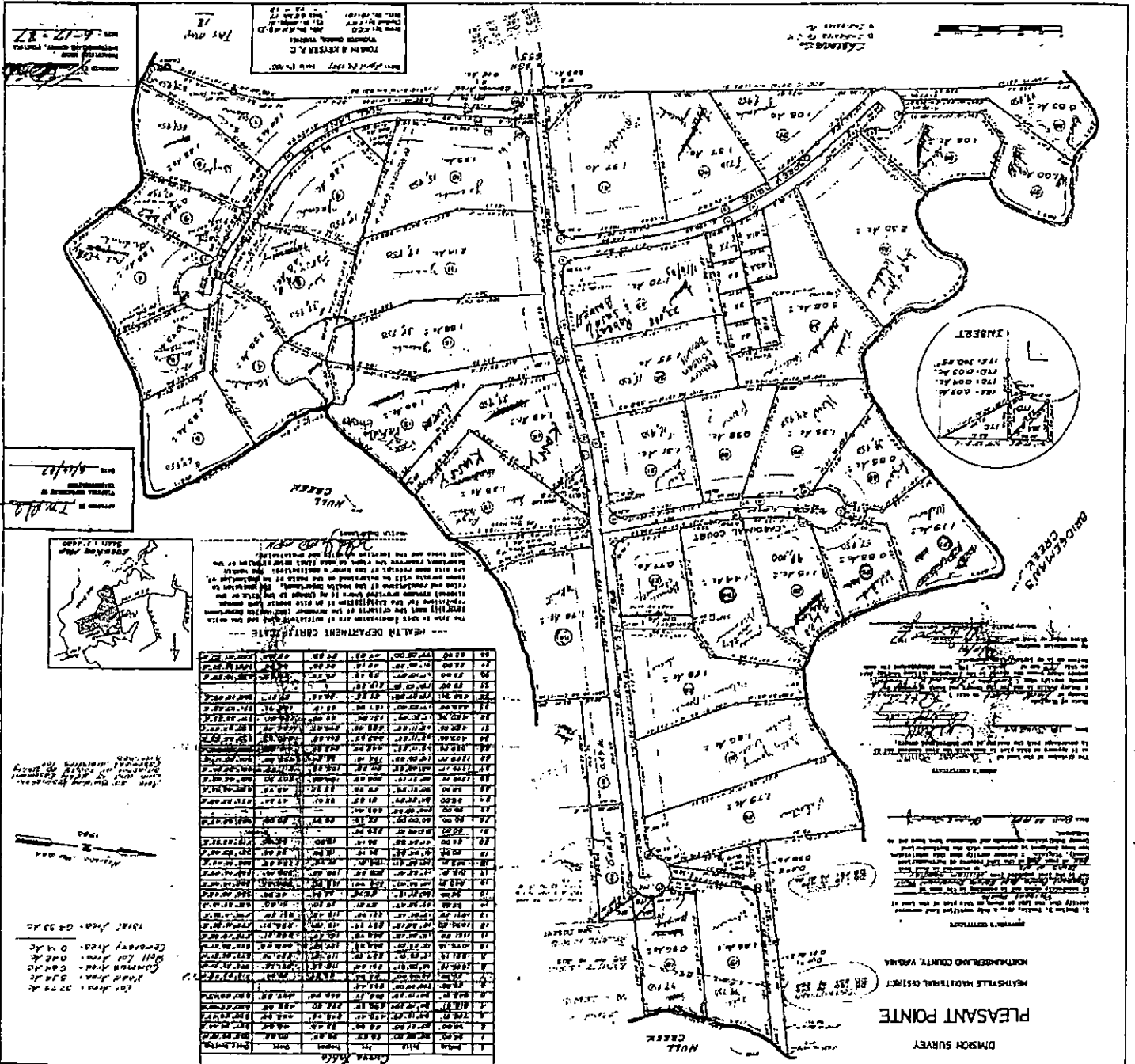
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address/Lot

(Covenants) Lot: 41

Exhibit "B-1"

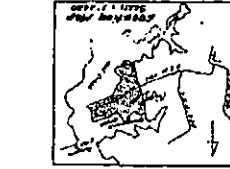
Plat of Survey



DIMENSION SURVEY  
**PLEASANT POINTE**  
 NEWCASTLE HARBOR DISTRICT  
 NORTHAMPTONSHIRE COUNTY, YORKSHIRE

Lot No.	Area (sq. ft.)	Area (sq. m.)	Area (acres)
1	1000	92.9	0.0023
2	1000	92.9	0.0023
3	1000	92.9	0.0023
4	1000	92.9	0.0023
5	1000	92.9	0.0023
6	1000	92.9	0.0023
7	1000	92.9	0.0023
8	1000	92.9	0.0023
9	1000	92.9	0.0023
10	1000	92.9	0.0023
11	1000	92.9	0.0023
12	1000	92.9	0.0023
13	1000	92.9	0.0023
14	1000	92.9	0.0023
15	1000	92.9	0.0023
16	1000	92.9	0.0023
17	1000	92.9	0.0023
18	1000	92.9	0.0023
19	1000	92.9	0.0023
20	1000	92.9	0.0023
21	1000	92.9	0.0023
22	1000	92.9	0.0023
23	1000	92.9	0.0023
24	1000	92.9	0.0023
25	1000	92.9	0.0023
26	1000	92.9	0.0023
27	1000	92.9	0.0023
28	1000	92.9	0.0023
29	1000	92.9	0.0023
30	1000	92.9	0.0023
31	1000	92.9	0.0023
32	1000	92.9	0.0023
33	1000	92.9	0.0023
34	1000	92.9	0.0023
35	1000	92.9	0.0023
36	1000	92.9	0.0023
37	1000	92.9	0.0023
38	1000	92.9	0.0023
39	1000	92.9	0.0023
40	1000	92.9	0.0023
41	1000	92.9	0.0023
42	1000	92.9	0.0023
43	1000	92.9	0.0023
44	1000	92.9	0.0023
45	1000	92.9	0.0023
46	1000	92.9	0.0023
47	1000	92.9	0.0023
48	1000	92.9	0.0023
49	1000	92.9	0.0023
50	1000	92.9	0.0023

THE AREA OF THE PLEASANT POINTE SURVEY IS SHOWN IN RED ON THE ATTACHED MAP OF THE COUNTY OF NORTHAMPTONSHIRE.



THE AREA OF THE PLEASANT POINTE SURVEY IS SHOWN IN RED ON THE ATTACHED MAP OF THE COUNTY OF NORTHAMPTONSHIRE.

THE AREA OF THE PLEASANT POINTE SURVEY IS SHOWN IN RED ON THE ATTACHED MAP OF THE COUNTY OF NORTHAMPTONSHIRE.

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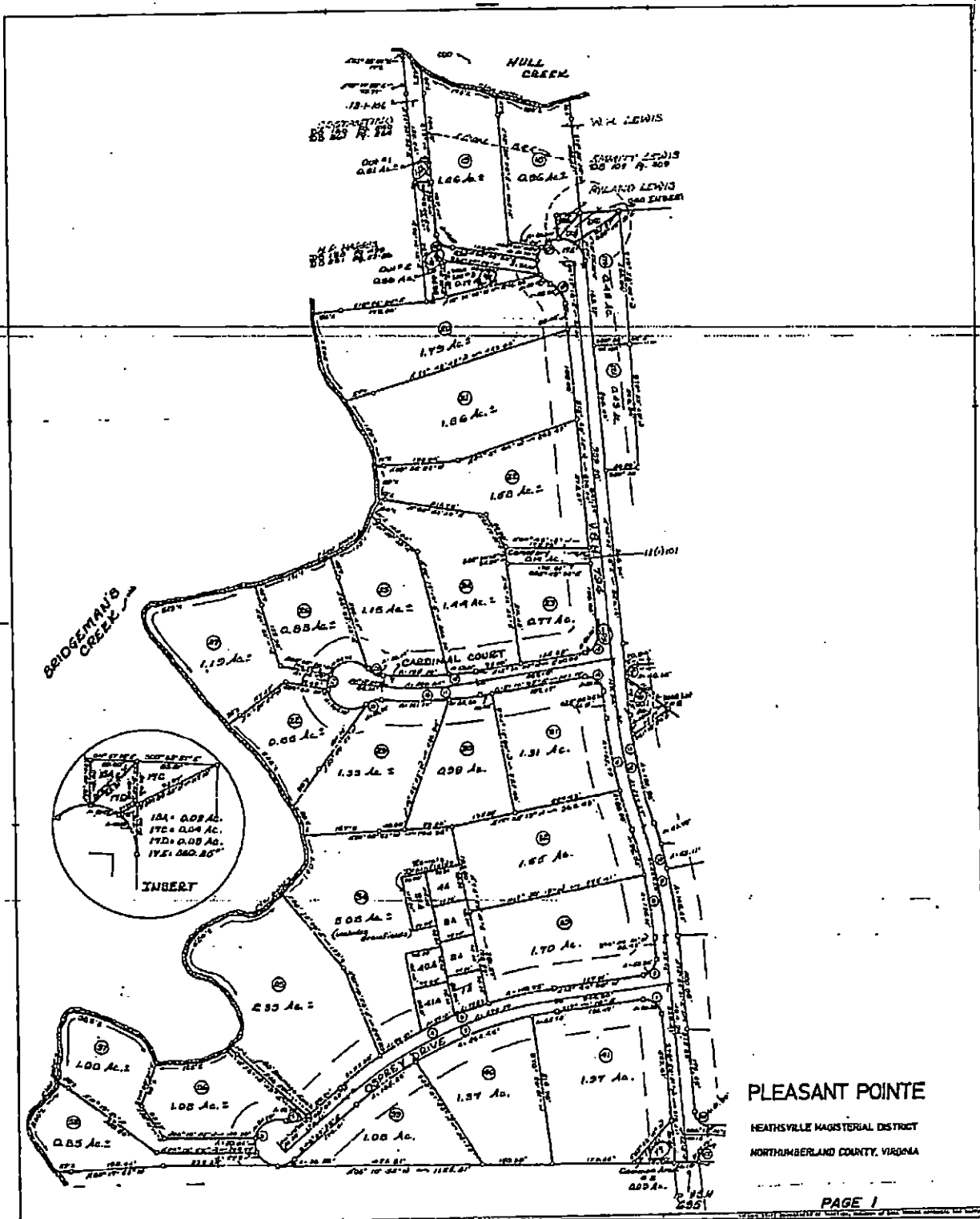
THE AREA OF THE PLEASANT POINTE SURVEY IS SHOWN IN RED ON THE ATTACHED MAP OF THE COUNTY OF NORTHAMPTONSHIRE.

THE AREA OF THE PLEASANT POINTE SURVEY IS SHOWN IN RED ON THE ATTACHED MAP OF THE COUNTY OF NORTHAMPTONSHIRE.

Exhibit "B-2"

Map of Pleasant Pointe

NORTHUMBERLAND COUNTY



PLEASANT POINTE  
 HEATHSVILLE MAGISTERIAL DISTRICT  
 NORTHUMBERLAND COUNTY, VIRGINIA

PAGE 1

SECTION 18C  
 INSERT



DISTRICT



INSTRUMENT 202301798  
RECORDED IN THE CLERK'S OFFICE OF  
NORTHUMBERLAND CIRCUIT COURT ON  
SEPTEMBER 12, 2023 AT 02:53 PM  
DEBORAH T. BINGHAM, CLERK  
RECORDED BY: KMS

12