

COPY
RESTRICTIONS
PIANKATANK SHORES
MAINTENANCE AGREEMENT

DEED BOOK 93
PAGES 307,308,309

PIANKATANK SHORES MAINTENANCE AGREEMENT
OCTOBER 6, 1970

We, the undersigned lot owners, recognizing the need and desirability of creating a maintenance and improvement fund to provide for continuous upkeep of the roads and recreation areas previously designated on various plats of the several sections of Piankatank Shores, on record in the Clerk's Office of the Circuit Court of Middlesex County, do bind ourselves, our heirs, executors, administrators, successors and assigns to the following covenants which are hereby made covenant running with the land, VIZ:

1. Each lot owned by us, as designated below, is hereby subjected to an annual maintenance and improvement charge at the rate of \$12.00 per year per lot, for the purpose of creating a fund to be known as a "Maintenance and Improvement Fund", to be paid by the owner of the designated lots, in conjunction with a like charge to be paid by the respective owners of the other lots in Piankatank Shores, who have joined in this agreement, and those who by future instrument become bound the same is hereby secured as a lien upon said lot, and is payable annually on the first day of January of each year, in advance, beginning January 1, 1971, to Piankatank Shores Civic Association, Inc. or its successors or assigns, herein-after called "association". Said annual charge may be adjusted from year to year by the association, as the needs of the property may, in its judgement, require, but in no event shall such a charge be raised more than 15% in any year, nor shall such charge ever exceed the sum of \$25.00 per year. The association, shall expend the funds collected for any or all of the following purposes.

- a. For maintaining and/or improving the roads.
- b. For maintaining and/or improving recreation areas.

This shall include the extension, improvement or replacement of the piers and boat landing ramps at the site of any of the recreation areas.

- c. For lighting the various recreation areas and roads.
- d. For collecting and disposing of trash and/or garbage accumulated in the proper use of the recreation areas.
- e. For the employment of policemen and watchmen as determined by the association to be appropriated or necessary.
- f. For doing any other thing necessary or desirable in the opinion of the association, to keep the property neat and in good order, or which may be of general benefit to the owners or occupants of the land included in this plan.

2. THESE RESTRICTIONS SHALL BECOME NULL AND VOID AS TO ROAD MAINTENANCE AND IMPROVEMENTS ONLY, IF IT SHALL BECOME NECESSARY IN THE OPINION OF THE ASSOCIATION TO DEDICATE THE ROADS TO THE COUNTY OF MIDDLESEX AND/OR THE STATE OF VIRGINIA, All other

COPY (CONTINUED)
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restrictions shall remain in full force and effect, except as noted in Paragraph 3 below.

3. Each and every restriction and conditions herein contained shall terminate and be of no further effect after the first day of January, 2021, unless by affirmative vote of the then owners of 60% of the lots in Piankatank Shores said restrictions are continued; in which event said restrictions shall be continued in effect for successive periods of 10 years subject to the same vote of lot owners at the end of each ten year period thereafter.

In witness whereof, we have set our hands and seals immediately below our designated section and lot number, Piankatank Shores.

-SECTION B LOT 46
William Martin, Jr.
Aline S. Martin

SECTION D LOT 162
Morris H. Smith
Nettie K. Smith

SECTION B LOT 68
Jules Lambiotte

-SECTION D LOT 152
Walter H. Melton
Cora L. Melton

SECTION B LOT 55
E.D. Tysinger

SECTION B LOT 18

-SECTION E LOT 31
Milton Klaudt
Georgia S. Klaudt

SECTION D LOT 154
Clyde E. Vincent
Florine G. Vincent

SECTION B LOT 51
Clarence Collingsworth

SECTION E LOT 15
Hugh C. Palmer

SECTION B LOT 48
I.M. Weigandt
Iva E. Weigandt

SECTION A LOT 71
Harry H. Palmer

SECTION C LOT 3
Hersey M. Mason, Jr.

SECTION D LOT 171
S.M. Bullock
Helen M. Bullock

SECTION H LOT 46
Everett H. Walker

SECTION B LOT 63
Horace A. Timberlake

SECTION B LOT 95
Forrest B. Wood

SECTION D LOT 172
Christine M. Taylor

SECTION C LOT 92
Roy W. Brooks

SECTION D LOT 186
Ernest E. Eastman
Edmonia Eastman

SECTION D LOT 81
R.O. Gage, Jr.
Louise H. Gage

SECTION D LOT 145
Carl A. Ritger
Mable M. Ritger

SECTION B LOT 53
Jack E. Dodson
Jeannette D. Dodson

-SECTION D LOT 174
Leroy T. Greene
Josephine P. Greene

SECTION G LOT 31
Mason's Development Corporation
By: Hersey M. Mason, Jr. President

Recorded by Clerk of the Circuit Court for the County of Middlesex
November 20, 1970

Copy
AGREEMENT

THIS AGREEMENT, Made this 14th day of February, 1986, by and between James P. Bennett and Denise H. Clegg, husband and wife, hereinafter designated parties of the first part; and, PIANKATANK SHORES CIVIC ASSOCIATION, INC., hereinafter designated party of the second part.

WHEREAS, by an Agreement dated October 6, 1970, designated "Piankatank Shores Maintenance Agreement," recorded in the Clerk's Office of the Circuit Court of Middlesex County, Virginia, in Deed Book "93" at page 307, certain lot owners in Piankatank Shores Subdivision obligated themselves, their heirs, executors, administrators, successors, and assigns to certain covenants and conditions concerning the maintenance and improvement of roads and recreational areas within the subdivision as well as other matters more fully set forth therein; and,

WHEREAS, by deed dated January 24, 1986, recorded in the aforementioned Clerk's Office prior hereto, the parties of the first part purchased Lot #93 & #94 in Section B, of Piankatank Shores Subdivision from Ida R. Underwood; and,

WHEREAS, as a condition precedent to obtaining the necessary financing for said lots, it was required that the parties of the first part be bound by the terms and conditions of the above mentioned Agreement.

WITNESSETH: That for of in consideration of the sum of One Dollars (\$1.00) and the benefits to be derived, and other good and valuable consideration not herein set forth, the parties of the first part hereby agree to be bound by all of the terms and conditions of that Agreement, entitled "Piankatank Shores Maintenance Agreement," dated October 6, 1970, recorded in the aforementioned Clerk's Office in Deed Book "93" at page 307.

Recorded: Deed Book 155 at page 234

Similiar Document between Richard D. Chandler and Charlotte S. Chandler and Piankatank Shores Civic Association, Inc. for Lot # 52 and 3/4 74 in Section B.

Recorded: Deed Book 155 at page 575

Similiar Document between Joseph M. Kane and Edith P. Kane and the Piankatank Shores Civic Association, Inc. for Lot # 8A (17, 18) in Section E.

Recorded: Deed Book 155 at page 592

Similiar Document between H.J. Friedhaber and the Piankatank Shores Civic Association, Inc. for Lot #47 in Section B.

Recorded: Deed Book 176 at page 700.

Similiar Document between Sidney H. Simmons and the Piankatank Shores Civic Association, Inc. for Lots 106, 107 in Section D.

Recorded: Deed Book 181 at page 123

Similiar Document between David H. Wood and Mary K. Wood and the Piankatank Shores Civic Association, Inc. for Lot # 54 in Section E.

Recorded: Deed Book 183 at page 604

Similiar Document between William T. DeWalt, Jr and Lee Ann DeWalt and the Piankatank Shores Civic Association, Inc. for Lots #33&34 Sect G. Recorded: Deed Book 187 at page 127

July 23, 2021

To Whom it may concern.

Piankatank Shores Civic Association developed a maintenance agreement dated October 6, 1970. This agreement collects an annual dues from the members to improve the roads and recreational areas. The agreement continues indefinitely by a 60% in favor, proxy vote, held in the year 2020. The terms of the renewals are as follows.

NO. 1: To extend the Maintenance Agreement dated 6 October 1970 indefinitely. Maintenance Assessment Cap on dues is hereby modified to be the amount set by the board of Directors in the budget as described in the By Laws.

NO. 2: Change the By-Laws to: The maintenance assessment is charged equally against members, and shall be based on the prior year participation, of the cost of maintenance of the common areas.

The below clip is from the 5/1/2021 association meeting notes.


Maintenance Agreement: The Maintenance Agreement, dated 10/6/1970, was addressed by the board of directors and attorney Robert Brooks in 2020. A proxy was sent to all members addressing the following:

1. To continue the maintenance agreement indefinitely
2. Dues will be addressed by the annual budget and
3. The dues will be charged equally against members.

60% of members approved the changes and voted yes. A final vote was placed, and the maintenance agreement will continue as stated above.

Should you have any questions, please direct them to Terri Hare (TerriHare111@Gmail.com)

Best,



Terri Hare

President, PSCA