

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, dated this 9th day of March, 1995, by and between James E. Poates, Seller; and those certain parties of interest in Lots 1, 2, 3, 4 & 5 known as Section "A", Lots 6, 7, 8 & 9 known as Section "B", and Lots 13 & 14 known as Section "C". Whosoever they may be that purchase lots or parcels of land created by the division of the land known as Richmond Hill Subdivision, Section II, hereinafter shall be known as the parties of the second part.

WHEREAS, sellers and the parties are legal or equitable owners of real estate in Richmond County, described as Richmond Hill and shown on a certain plat of survey entitled, Deed Book 146 at Page 397 lying and being in Marshall magisterial district, containing 253.5 acres and having been acquired from Virginia S. Garland by deed March 18, 1991. Whereas, the parties have as a means of ingress and egress from their respective properties a road or right-of-way to State Route 620. As so recorded in Section II of Richmond Hill.

WHEREAS, the parties hereto desire that future maintenance and/or improvement of said right-of-way of record, shall become the mutual obligation of the parties; and

WHEREAS, the parties hereto desire that this agreement be binding upon the heirs, successors in interest, or to assigns of each of the parties and that the covenants herein run with the land benefitted.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants contained herein and the mutual benefits to the parties hereto, the sellers and the parties hereby agree to the terms and conditions as follows:

1. Sellers covenant that no tract from Richmond Hill will be sold by them to purchasers except those who enter into this agreement.

2. A Road Maintenance Committee will be formed for each section and comprised of the parties hereto or their successors. The Committee will have full discretion in all matters as to the future repair and maintenance of the right-of-way and common roadway for each section described herein.

3. All decisions or actions of the Committee shall be by majority vote of each section. The owners of each tract within any particular section shall be entitled to one vote.

4. The expense of all future repairs and improvements to each right-of-way within Richmond Hill as so designated, shall be shared equally by all the parties hereto and its owners. The owners of each tract within each section shall share equally the pro rata costs of maintenance and repair. Each pro rata share shall be determined by dividing all costs or expenses by the total number of tracts included within an individual section.

5. The Committees shall meet on January 5 of each year at 7:00 p.m. or at such other time and place as may be agreed upon by the Committees, to determine the needs and decide upon repairs or improvements to their right-of-way.

6. The parties agree to be bound by all decisions of their individual Committee

and each agrees to pay the pro rata share of improvements and repairs. They further agree that upon recordation of a bona fide list or bill of expenses in the Clerk's Office of Richmond County, Virginia, any unpaid share of such expenses shall become a lien upon the tract of each owner who shall fail to pay such pro rata share, provided however, that such lien is hereby made subordinate to the lien of any institutional lender, whether such lien be made prior hereto or subsequent hereto. Upon nonpayment of any pro rata share, the Committee may take whatever other action it may deem appropriate. Interest shall accrue at the then existing legal rate upon any unpaid pro rata share. Should the services of an attorney be deemed necessary by the Committee for the collection of an unpaid pro rata share and should an attorney be retained for such purpose, reasonable attorney's fees for collection shall be added to that pro rata share.

7. The private roads in this development will not be paved or maintained with funds from Richmond County or funds administered by the Virginia Department of Transportation. In addition, Richmond County School Transportation policies will not allow school buses to travel and pick up children on private roads. In the event that owners of lots in this development subsequently desire the addition of such private roads to the secondary system of state highways for maintenance, the cost to upgrade it to prescribed standards must be provided from funds other than those administered by the Virginia Department of Transportation or Richmond County. Private roads in this development are not dedicated and are owned by property owners' association.

8. This agreement supersedes any and all documents entitled "ROAD MAINTENANCE AGREEMENT", for the said properties.

WITNESS, the following signatures and seals:

RICHMOND HILL SUBDIVISION, SECTION II

_____ [SEAL]
James E. Poates, Seller

_____ [SEAL] _____
Purchaser Lot Section

COMMONWEALTH OF VIRGINIA

COUNTY OF _____, to-wit;

The foregoing instrument was acknowledged before me this
_____ day of _____, 1995, by James E. Poates.

My commission expires: _____

Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY OF _____, to-wit;

The foregoing instrument was acknowledged before me this
_____ day of _____, 1995, by _____.

My commission expires: _____

Notary Public