

**ROAD MAINTENANCE AGREEMENT**  
**LARKINS MILL – LOTS E1, F, G AND H1**  
**MADISON COUNTY, VIRGINIA**

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of October, 2007, by and between **GRAYSTONE HOMES, INC.** (hereinafter "Graystone Homes") and **PHYLLIS T. SCOTT, Trustee under LONGSHOT ROAD LAND TRUST** (hereinafter "Scott") and **TRAVIS M. LOHR and SARA M. LOHR and JAMES M. LOHR and GLORIA L. LOHR, tenants in common** (hereinafter "Lohr");

**WHEREAS**, Graystone Homes is the owner of that certain tract or parcel of land located in the former Robertson Magisterial District, in the County of Madison, Virginia, known as Lot F1 as set forth more particularly described on a Plat Showing Resubdivision Of The Land of Graystone Homes, Inc. To Be Known as Larkin's Mill, recorded in Book 31, Pages 19-20, among the land records of Madison County, Virginia; and

**WHEREAS**, Scott is the owner of those certain tracts or parcels of land located in the former Robertson Magisterial District, in the County of Madison, Virginia, known as Lot E1 and Lot G as set forth more particularly described on a Plat Showing Resubdivision Of The Land of Graystone Homes, Inc. To Be Known as Larkin's Mill, recorded in Book 31, Pages 19-20, among the land records of Madison County, Virginia; and

**WHEREAS**, The Lohrs are the owners of that certain tract or parcel of land located in the former Robertson Magisterial District, in the County of Madison, Virginia,

SHACKELFORD, THOMAS & GREGG, P.L.C.

known as Lot H1 as set forth more particularly described on a Plat Showing Resubdivision Of The Land of Graystone Homes, Inc. To Be Known as Larkin's Mill, recorded in Book 31, Pages 19-20, among the land records of Madison County, Virginia; and

**WHEREAS**, each of the foregoing parcels of land (singly a Parcel or collectively, the Parcels) is serviced by a common private outlet road to State Route 702 known as Larkins Drive; and

**WHEREAS**, the parties hereto desire to establish the terms and conditions for the use and maintenance of Larkins Drive.

**NOW, THEREFORE, WITNESSETH:** That for and in consideration of the premises, and for the mutual benefits and burdens imposed by this Agreement, the parties hereto do hereby agree as follows:

1. The common outlet road to State Route 702 known as Larkins Drive shall be for the joint and mutual use of the Parcels for ingress and egress for the owners of the Parcels and for their guests, licensees and invitees.

2. The record owners of each Parcel (hereinafter a Owner or Parcel Owner) shall pay their proportionate share for the annual repair and maintenance of Larkins Drive. Such cost shall be allocated as follows: Lot E1 – 20%; Lot F1 – 25%; Lot G – 20% and Lot H1 – 35%.

3. Each Parcel shall be entitled to one vote to be divided among its Parcel Owners thereof as they may agree. Meetings of the Parcel Owners may be called by the Owners of at least three (3) Parcels. The nature and extent of the annual maintenance to be performed and the associated assessment shall be determined by a majority agreement

of the Parcels serviced by Larkins Drive at a meeting of the Parcel Owners. Written notice of such meeting shall be sent to all Parcel Owners serviced by Larkins Drive at least one (1) week prior to such meeting by first-class mail, postage pre-paid, by the Parcel Owners and calling for such meeting. It is expressly understood that one (1) or more Owners may provide material, labor and/or services in lieu of any cash assessment for the maintenance or repair of the roadway. It is also expressly understood that the Parcel Owners may agree to make an annual assessment for current or anticipated repairs of the roadway. The Parcel Owners are expressly authorized to establish an annual assessment to be used to anticipate future expenses connected with the roadway by majority agreement.

4. The parties hereto intend that Larkins Drive shall be used for ingress and egress and by vehicles normally associated with residential usage of Parcels. Should any one Parcel Owner having a right to use Larkins Drive, or their invitees or licensees use Larkins Drive for a use other than residential usage which damages Larkins Drive, such as damage associated with logging trucks, bulldozers or similar heavy equipment, then the Parcel Owner(s) responsible for such damage shall be solely obligated to repair such damage within a reasonable period of time.

5. The terms "maintenance" or "repair" shall include, but not be limited to, repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, removing snow, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

6. If the right to use Larkins Drive for the benefit of a Parcel is forever abandoned in writing as provided below, that Parcel shall not be required to share in the cost of maintenance and repair of Larkins Drive. In order to abandon such right of use, the Owner of such Parcel shall personally deliver or mail by certified mail to all of the then record lot owners of all other Parcels, at each owner's last known address, a written declaration of abandonment, and shall record such declaration in the Clerk's Office of Madison County.

7. There shall be a continuing lien upon each Parcel having a right of use of Larkins Drive to secure the payment of charges herein provided for road maintenance and repairs, but such liens shall at all times be subordinate to any first or second deeds of trust placed upon such Parcel until notice of such lien shall have been recorded. If the *pro rata* share of the cost of maintenance or repairs due hereunder is not paid when due, a notice of such nonpayment may be recorded in the Madison County Circuit Clerk's Office, and from the time of such recordation, the amount stated in such notice, together with interest, costs, and reasonable attorney's fees, shall become a lien superior to any deeds of trust recorded subsequently to the recording of such notice.

8. There shall be no obligation on any Parcel Owner to upgrade Larkins Drive to a superior condition than exists on the date hereof unless a majority of the Parcels agree thereto in writing; provided, however, that any Parcel Owner shall have the right to upgrade Larkins Drive to a superior condition at such party's sole expense.

9. Each Parcel Owner hereby grants to the other parties hereto a temporary construction easement across a fifteen foot wide strip adjoining Larkins Drive for the

purpose of maintaining, repairing, or upgrading Larkins Drive, as provided for in this Agreement.

10. This Agreement shall be deemed a covenant running with the land and shall be binding on the heirs, successors and assigns of the parties hereto.

WITNESS the following signatures and seals:

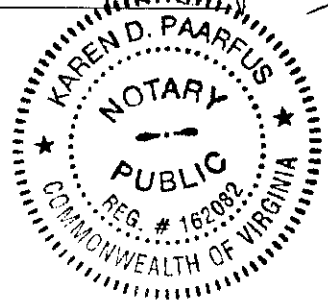
GRAYSTONE HOMES, INC.  
By: [Signature] (SEAL)  
Anthony M. Clatterbuck, President

STATE OF VIRGINIA  
County of Culpeper, to-wit:

Signed and acknowledged before me this 1<sup>st</sup> day of November, 2007, by Graystone Homes, Inc., by Anthony M. Clatterbuck, President.

[Signature]  
Notary Public

My commission expires: 6-30-2010



(Signatures Continued On Next Page)

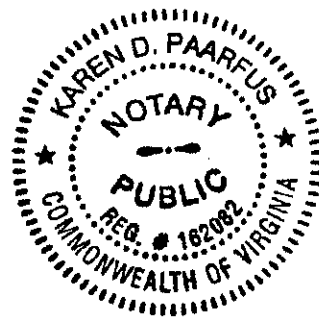
Phyllis T. Scott, Trustee (SEAL)  
PHYLLIS T. SCOTT, Trustee under  
Longshot Road Land Trust

STATE OF VIRGINIA  
County of Culpeper, to-wit:

Signed and acknowledged before me this 1<sup>st</sup> day of November,  
2007, by Phyllis T. Scott, Trustee under Longshot Road Land Trust.

Karen D. Paarfus  
Notary Public

My commission expires: 6-30-2010



(Signatures Continued On Next Page)

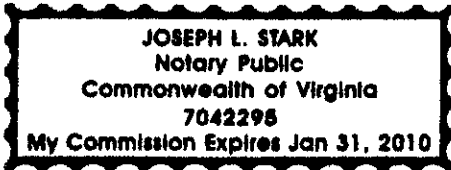
[Signature] (SEAL)  
TRAVIS M. LOHR

STATE OF VIRGINIA  
County of Loudoun, to-wit:

Signed and acknowledged before me this 27 day of October,  
2007, by Travis M. Lohr.

[Signature]  
Notary Public

My commission expires: 01/31/2010



(Signatures On Next Page)

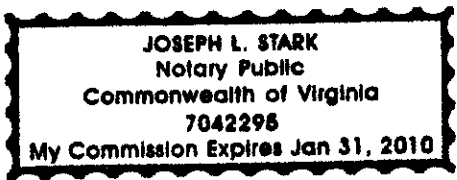
Sara M. Lohr (SEAL)  
SARA M. LOHR

STATE OF VIRGINIA  
County of Loudoun, to-wit:

Signed and acknowledged before me this 27 day of October,  
2007, by Sara M. Lohr.

[Signature]  
Notary Public

My commission expires: 01/31/2010



(Signatures Continued On Next Page)



James M. Lohr (SEAL)  
JAMES M. LOHR

STATE OF VIRGINIA  
County of Madison, to-wit:

Signed and acknowledged before me this 18<sup>th</sup> day of October,  
2007, by James M. Lohr.

Shavie L. Bartholomew  
Notary Public Reg # 356756

My commission expires: My Commission Expires October 31, 2009

(Signatures Continued On Next Page)

Gloria L. Lohr (SEAL)  
GLORIA L. LOHR

STATE OF VIRGINIA  
County of Madison, to-wit:

Signed and acknowledged before me this 18<sup>th</sup> day of October,  
2007, by Gloria L. Lohr.

Sharon S. Bartholomew  
Notary Public Reg# 356756

My commission expires: My Commission Expires October 31, 2009

Sheila Horton\Graystone Homes\Road Maintenance Agreement Larkins Mill.doc

INSTRUMENT #070002494  
RECORDED IN THE CLERK'S OFFICE OF  
MADISON ON  
NOVEMBER 16, 2007 AT 02:21PM  
CAROLINE WATTS, CLERK  
M.E. Smith, D.C.  
RECORDED BY: MES