

21547

RIDGEFIELD  
ROAD MAINTENANCE AGREEMENT  
FOR LOTS 1-12

This agreement, made and entered into this 10th day of June, 1997, by and between GLENN R. SZARZYNSKI and CYNTHIA M. SZARZYNSKI, subdivider of the RidgeField Subdivision in Rockbridge County, Virginia, hereinafter referred to as "Subdivider,"; and the Owners of Lots in RidgeField, hereinafter referred to as "Owner".

WHEREAS, contemporaneously with the recordation of this instrument, the subdivider has recorded in the Clerk's Office of the Circuit Court for the County of Rockbridge, Virginia, a subdivision plat of RidgeField made by Perkins Land Surveying, Certified Land Surveyors, recorded in Plat Cabinet 2, Slide 546; and

WHEREAS, access to the lots in RidgeField is accomplished by usage of roads shown upon said plat which will not be included in the Virginia highway system; and

WHEREAS, the parties desire to enter into an agreement in order to provide for the maintenance, repair and upkeep of said roads,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties do agree one with the other as follows:

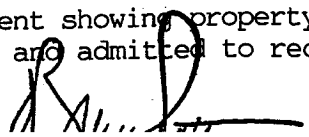
1. The parties do hereby agree on behalf of themselves, their heirs, personal representatives, successors and assigns to maintain and repair the road serving their respective lots in a good and safe condition in accordance with standards set forth below.

There are twelve (12) lots within the RidgeField Subdivision. The road from its entrance at its intersection with State Road 699 to the private drive serving Lots 11 and 12 as shown upon said plat shall be jointly and equally maintained by all owners.

2. There are ten (10) lots within the RidgeField Subdivision served by a road shown upon said plat which has not been constructed by the subdivider to meet specifications required to be taken into the Virginia highway system. Those lots are shown upon said plat and numbered 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10. The road serving these lots shall be considered a private access road. The owners of these lots shall equally participate in maintenance and repair. The plat shows a private drive over Lot 12 to Lot 11. This drive shall be jointly and equally maintained by the owners of Lot 12 and Lot 11. This private drive also has not been constructed to meet specifications required to be taken into the Virginia highway system.

Virginia, In the Circuit Court of Rockbridge, June 13, 1997

This Road Maintenance Agreement showing property of Glenn R. & Cynthia Szarzynski was this day presented to this office and admitted to recordation.

Attest: 

3. The terms "maintenance" and "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 motor vehicles.

4. There shall be no obligation to upgrade the road to a superior condition than exists on the day hereof unless all of the parties obligated to maintain the road agree thereto in writing; provided, however, that any party shall have the right to upgrade said road to a superior condition at such party's sole expense.

5. Between the first day and tenth day of March of each year, a meeting of the lot owners shall be held following written notice to all parties, their successors or assigns, by mail or delivery in person at least fifteen days prior to such meeting. The notice shall state the time, date, place and purpose of such meeting, with the primary purpose being to establish the annual assessment to be made against each lot owner in regard to the repair and maintenance of the road. If a landowner owns more than one (1) lot, said landowner shall be entitled to only one (1) vote and subject to only one (1) assessment if no more than one (1) lot is improved by a residence. If a landowner owns more than one (1) lot that is improved by a residence, said landowner shall be entitled to an equal number of votes and subject to an equal number of assessments as the landowner has lots improved by residences. By majority vote of the landowners in attendance at the meeting, the annual assessment shall be made. Also, by majority vote of the landowners at such meeting, a committee of two persons shall be elected. This committee shall have the responsibility of collecting, keeping and disbursing all monies collected for the repair, maintenance and/or improvements of the aforesaid private road. It shall be the committee's further responsibility to determine whether repair and/or maintenance, including snow removal, is needed, and to contract for the making of such repairs, maintenance or snow removal. The committee in existence during the month of February shall have the responsibility of setting and giving notice of the next annual March assessment meeting. Notwithstanding the foregoing, until six (6) of the lots numbered 1-10 are sold, the committee shall be composed of the undersigned subdividers, their successors, personal representatives, heirs or assigns.

6. If any of the parties, their successors, personal representatives, heirs or assigns, fails to pay any assessment for maintenance, repair or improvements within ninety days after a bill for such assessment has been mailed or delivered to them in person by the committee, the amount due by said landowner shall bear interest at the legal rate established by law from the delinquent date until paid. The committee shall be entitled to bring an action against any landowner who fails to pay any


assessment within ninety days of its due date for the assessment, interest thereon, plus any costs and reasonable attorneys' fees.

7. The covenants set forth in this Road Maintenance Agreement shall run with the land and shall be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

8. The roads which are the subject of this maintenance agreement are not dedicated to public use. They will not be maintained by County or State authorities.

9. This Road Maintenance Agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

In witness whereof, the following signatures are made this this 10 day of JUNE, 1997.


  
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GLENN R. SZARZYNSKI (SEAL)

  
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CYNTHIA M. SZARZYNSKI (SEAL)

STATE OF VIRGINIA  
AT LARGE, to-wit:

Acknowledged before me, a Notary Public, in and for the State of Virginia, at large, by Glenn R. Szarzynski and Cynthia M. Szarzynski, on this 10 day of JUNE, 1997.

My Commission Expires: OCT. 31, 2000.

  
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Notary Public