

BOOK 124 PAGE 38

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT, made this 9th day of July, 2001, by and between MARILYN R. BARNES and GROVER C. MITCHELL, GRANTORS, and MARILYN R. BARNES and GROVER C. MITCHELL, DEVELOPERS, GRANTEES.

WHEREAS, the parties hereto are developing a subdivision as shown by plat recorded in the Circuit Court Clerk's Office of Craig County, Virginia, in Deed Book 124, page 42, known as the The Craig Woods Subdivision.

NOW, THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

1. The parties hereby establish this Craig Woods Road Maintenance Association Agreement for the benefit of all of the future owners of the aforesaid subdivision in order to maintain said roadways in a serviceable condition. Each lot shall be viewed as one (1) unit or as one (1) vote. Each unit shall have one (1) vote in any association business. This association shall have a board of directors containing three (3) members who shall be elected by the association by popular vote, said vote shall occur every four (4) years to oversee the maintenance of said roadway. The annual maintenance fee is to be established by said board of directors up to \$50.00 per lot per year. Fees may be raised if a majority of the association agrees to said elevation of fees.

One hundred dollars (\$100.00) shall be collected from each lot purchaser at time of closing and this money shall be deposited to the account of Craig Woods Road Maintenance Association. This \$100.00 payment shall constitute two years annual dues in said association. Subsequent dues shall be due and payable on April 1 of the 2nd year following purchase and on April 1 of each year thereafter.

2. One person can be appointed by the board of directors as treasurer to handle the funds of said association.

3. Once the annual assessment is set each lot owner shall have ninety (90) days to pay said assessment.

4. If any lot owner fails to pay the annual assessment the treasurer of the committee may take legal steps to collect same.

5. The treasurer of the committee may levy and obtain judgment against a delinquent lot owner to collect said fees.

6. The maintenance fees shall be reasonable.

7. The annual maintenance fee shall apply to each lot as initially sold and any future lot consolidation shall not have the effect of reducing that property owners cost. Should any lot be resubdivided then each new lot created thereby shall become a unit with one (1) vote in this association and subject to dues thereto.

8. At no time may the committee or the association agree to a major expenditure beyond routine maintenance (such as paving) unless all property owners agree to said major capital outlay and expense.

9. The provisions of this Road Maintenance Agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and shall be deemed perpetual in nature unless and until the same has been amended by an agreement in writing signed and passed by a two-thirds majority vote of the voters in this association and recorded in the aforesaid Clerk's Office.

WITNESS the following signatures and seals:

Marilyn R. Barnes (Seal)
MARILYN R. BARNES
Grover C. Mitchell (Seal)
GROVER C. MITCHELL

STATE OF VIRGINIA
COUNTY/CITY OF Craig, TO-WIT:

The foregoing instrument was acknowledged before me this 25th day of July, 2001, by Marilyn R. Barnes.

My commission expires:
4/30/03

Janet S. MacIntosh
Notary Public
Commissioned as Janet S. Harden

STATE OF VIRGINIA
COUNTY/CITY OF Craig, TO-WIT:

The foregoing instrument was acknowledged before me this 25th day of July, 2001, by Grover C. Mitchell.

My commission expires:
4/30/03

Janet S. MacIntosh
Notary Public
Commissioned as Janet S. Harden

